

# PrairieCat Delegates Assembly April 27, 2022 10:00 a.m. – 12:00 p.m. In person at Senica's Oak Ridge Golf Club, 658 US-6, Lasalle, IL 61301 and Online via Zoom

Please visit L2 for in person registration or click on the link below:

https://librarylearning.org/event/12289/register

## Please use the link below to register online via Zoom:

https://railslibraries.zoom.us/webinar/register/WN cAe1yQ1BRDWDymBiVijCdg

# Agenda

The Delegates Assembly will meet on Wednesday, April 27, 10 a.m. – 12:00 p.m. Delegates Assembly participation is required of all Fully Participating and Basic Online libraries and the four Union List reps. As always, please remember that only officially designated Delegates or their Alternates can vote on behalf of their library. Substitutes will not be permitted to vote, and there are no proxy votes if a delegate is not present.

## PUBLIC COMMENT: Public comments may be submitted via email to

<u>Carolyn.coulter@prairiecat.info</u> at least two hours before the beginning of the meeting.

- I. Call to order and welcome
- II. Introductions and welcome new delegates or alternates
- III. Introduction of Guests
- IV. Review of agenda for additions/changes
- V. Public Comments via Zoom Meeting
- VI. Consent Agenda (pp. 2-15)
  - a. Approve minutes for January 26, 2022, PrairieCat Delegates Assembly meeting
  - b. Central Site report including financial and statistical reports
  - c. Approve meeting dates, FY23
- VII. Administrative Council Report
  - a. Finance Committee Report Report from March 17, 2022
  - b. Resource Sharing Committee Report Report from Resource Sharing meeting, January 26, 2022.
- VIII. PrairieCat Membership Update, Training and Outreach report (Elizabeth Smith)
- IX. ACTION: Discussion and vote, North Chicago Public Library IGA for Fully Participating Membership and Mt. Carroll Public Library upgrade from Union List to Basic Online (pp. 16-33)
- X. ACTION: Discussion and vote, new Innovative Interfaces contract for ILS software and services (pp. 34-55)
- XI. ACTION: Discussion and vote, PrairieCat FY23 Budget and Fees (pp. 56-63)
- XII. Presentations: PrairieCat member building projects
- XIII. Public Comments via previously submitted email (see above), in person or online
- XIV. Adjournment
- XV. Next regularly scheduled meeting, July 27, 2022, Senica's Oak Ridge Golf Club and online via Zoom.



# PrairieCat Delegates Assembly January 26, 2022 10:00 a.m. – 12:00 p.m. Online via Zoom

## Please use the link below to register online via Zoom:

https://railslibraries.zoom.us/webinar/register/WN iVD7aiFlQpK0-mw69U45fw

# Agenda

The Assembly met virtually due to the coronavirus pandemic in accordance with rules and procedures contained in section 7(e) of the OMA as (1) there is a state-issued disaster declaration related to public health concerns in place over all or part of the jurisdiction of the public body; (2) the head of the public body determines that an in-person meeting is not practical or prudent because of the disaster

The Delegates Assembly met on Wednesday, January 26, 2022, 10 a.m. – 12:00 p.m. Delegates Assembly participation is required of all Fully Participating and Basic Online libraries and the four Union List reps. As always, please remember that only officially designated Delegates or their Alternates can vote on behalf of their library. Substitutes will not be permitted to vote, and there are no proxy votes if a delegate is not present.

## PUBLIC COMMENT: Public comments may be submitted via email to <u>Carolyn.coulter@railslibraries.info</u> at least two hours before the beginning of the meeting.

I. Call to order and welcome

Present via Zoom: Victoria Blackmer, Melissa Landis, Charm Ruhnke, Deirdre Brennan, Anne Slaughter, Elizabeth Smith, Chelsey DeSplinter, Cristy Stupegia, Janice May, Angela Campbell, Molly DeBernardi, Julie Harte, Ashley Huffines, Brenda Weinberg, Kim Scace, Linda Schreiber, Sandra Wood, Michelle Krooswyk, Valerie Woodley, Debbie Griggs, Jane Lenser, Emily Porter, Kimberly Martin, Amy Lingafelter, Karen Sutera, Denise Tollensdorf, Resa Mai, Emma Rose Conway, Lynette Heiden, Stephanie Nissen, Julie Wayland, Maria Meachum, Teri Schwenneker, Melissa Landis, Joanna Kluever, Heather Black, Cynthia Cole, Kristi Scherer, Alexandra Annen, Patricia Smith, Magda Bonny, Charm Ruhnke, Leslie Zwicker, Lynne Noffke, Kelly McCully, Cathy Palmer, Megan Gove, Emily Kofoid, Stephen Bertrand, Barbara Posinger, Deborah Wunsch, Cynthia Maxwell, Laura Long, Laura Crisp, Emily Faulkner, Julie Timm, Sheree Kozel-La Ha, Paige Frechmann, Denise Hodgett, Sondra Terry, Beth Ryan, Amy Walsh, Jan Ambrose, Janet Clark, Leah Bill, Carol McSweeney, Rici Dale, Jeannie Barry, Carolyn Mesick, Rylie Roubal, Kelly James, Mary Wilkening, Sarah Flanagan, Anna Allison, Jay Kalman, Pennie Miller, Renee Kozeal, Tari Sangston, Jamie Lockwood, Meridith Layne, Jolene Franciskovich, Amy Fry, Lauren Offerman, Deanna Howard, Jodie DePatis, Noreen Bormet, Ellen Finfrock, Ashley Hopper, Leann Bredberg, Shelley Augustine, Kimberly Brozovich, Pecatonica Library, Annette Davis, Bryon Lear, Tori Drews, Beth Tepen, Julie Voss, Laura Watson

Libraries represented: See vote and quorum sheet.

Smith (Chair-RO) started the meeting at 10:01 am. Smith welcomed everyone. The Delegates Assembly met in person and virtually due to the disaster declaration.

- II. Introductions and welcome new delegates or alternates Emma Conway (CT) introduced herself as the new Director of the Clinton Township Public Library.
- III. Introduction of Guests Coulter (PrairieCat) introduced Deirdre Brennan and Anne Slaughter from RAILS.
- IV. Review of agenda for additions/changes There were no revisions.
- V. Public Comments via Zoom Meeting There were no public comments.
- VI. Consent Agenda
  - a. Approve minutes for October 27, 2021 PrairieCat Delegates Assembly meeting
  - b. Central Site report including financial and statistical reports

## Motion #1: Ruhnke (PU) moved and Sangston (MA) seconded <u>to</u> <u>approve the consent agenda as presented.</u> There was no discussion on the motion. Motion carries on a roll call.

Ayes: 79 Nays: 0 Abstentions: 0

- VII. Administrative Council Report
  - a. Finance Committee Report Report from December 16, 2021 Coulter (PrairieCat) stated the Finance Committee went over the draft budget and made recommendations on some costs for FY23. It was decided that some of the money needed for the IT move from RAILS will come out of Capital Reserves. The other discussion was about the expansion of Find More Illinois and what that could mean for PrairieCat in the future.
  - Resource Sharing Committee Report Report from RS meeting, January 13, 2022

Ruhnke (PU) said the Resource Sharing Committee had a follow up meeting on January 13<sup>th</sup> to try to narrow down the discussion for today's meeting. The Committee went over how to set priorities on the different categories and topics gathered for new PrairieCat Plus.

Tepen (UT) asked when is the catalog overlay going online, replacing Encore? Will we get some training or guidance on how things change as a result? Coulter (PrairieCat) responded that we are still in test phase with Vega Discover. Innovative was optimistically hoping to Go Live in January, but it looks unlikely Vega Discover will be ready to Go Live for PrairieCat before Spring 2022. When the Go Live date gets closer, PrairieCat will be creating training materials, support materials for libraries and patrons, along with demonstrations.

VIII. PrairieCat Membership Update, Training and Outreach report: (Elizabeth Smith) Smith (PrairieCat) updated the Delegates on the progress of new membership. Lostant Community Library is joining PrairieCat as a Basic Online member and they are currently in the process of adding items. Putnam County Schools, a current Fully Participating member, is adding their Primary School. They are in the process of adding items, as well. Ida Public Library is adding a Bookmobile which will it make it the fourth Bookmobile in PrairieCat. Smith mentioned North Boone School District is ending their PrairieCat membership in FY23. They are a Union List member. Smith added that North Chicago Public Library is considering joining PrairieCat. Currently, they are a standalone library, and they also have a bookmobile.

Smith reminded everyone how to subscribe the newsletter, by going to <u>https://support.prairiecat.info/newsletter</u>. You can also follow PrairieCat on Facebook (@PrairieCatLibraries) and Twitter (@PrCatLib) for library related news/updates. PrairieCat also offers virtual site visits. You can request a virtual visit here: <u>https://support.prairiecat.info/visit-request</u>.

Smith shared training statistics from Talent LMS: \*813 Learner Accounts \*84% Member Participation \*495 Courses in Progress \*50 Courses Available \*5,633 Completed Courses since February 2019 \*Create List Classes available under Reports category \*Create Lists Intro plus Classes 1-4

Gove (TF) asked if we still have to wait for the Circulation Committee to meet in February to get changes made to fine free library notices? There was talk that maybe it could get changed before then? Ruhnke (PU) answered that the Resource Sharing Committee will be addressing and voting to approve the changes to the fine free library notices. Gove responded that she is referring to the wording on the notices, not the timing. Coulter (PrairieCat) said the wording was sent out to the Circulation Committee and no one had a problem with it so it will be shared at Resource Sharing today. We will then be able to make the changes to the wording.

- IX. Discussion, initial RSA conversations regarding possible partnership opportunities Coulter (PrairieCat) informed the Delegates of initial discussions occurring with RSA. RSA is working to become staffing independent from RAILS. They are exploring the potential opportunities for partnership with PrairieCat. Coulter is working with the Administrative Council to gather questions that would need to be answered by RSA for anything potential partnership to move forward.
- X. Find More Illinois expansion project discussion: (RAILS) Brennan (RAILS) began by saying the goal of Find More Illinois was to be a resource sharing utility for libraries who could not afford to join a consortium or who chose not to be a part of a consortia. The platform used by Find More Illinois is used by many states because it works well with other vendors. RAILS is determined to help grow Find More Illinois. Brennan also stated there are two new libraries joining Find More Illinois, Skokie Public Library and Helen Plum Library.

Slaughter (RAILS) stated that 1/3 of the RAILS libraries who use Find More Illinois are PrairieCat libraries. Because COVID has slowed our expansion of FMI by implementing a Membership Growth Incentive Program. These incentives include: \*No setup fees for those who join before March 2023

\*No annual fees for any participants until the billing in July 2023

\*No fees for SHAREit for NCIP setup

Slaughter explained that NCIP automates functions on the ILS side. It connects SHAREit

and the ILS by automatically creating the brief record in the ILS, connects the check in and check out functions. FMI is also adding new services/features. One of those is Enhance Borrowing which means any unfilled borrower requests would automatically be forwarded to the RAILS OCLC WoldShare account for fulfillment. This will be available in early February 2022. Other features that are being looked into include improved searching, cataloging tools and MARC record sources and InterState Sharing Initiative (ISSI).

Scherer (CR) stated Creston-Dement uses Find More Illinois and we really like the extra options for our patrons. Miller (PP) asked will there be a cost for the RAILS OCLC search if a library opts in? Slaughter stated there would not be a cost and it would be considered an add-on to opt into.

Brennan stated that Find More Illinois has the potential to change the landscape in Illinois, to make us less dependent on OCLC, to save us money and extinguish duplicitous cataloging work we perform.

XI. Introduction to the ARSL forum (Association for Rural and Small Libraries): (Victoria Blackmer, Robert R. Jones Public Library) Blackmer (CV) has recently taken over management of the Illinois Library Association's Small and Rural Libraries Forum. She stated that the forum represents the interests of small and rural libraries in Illinois, provides a forum for staff at all levels and trustees to discuss issues of particular interest to small and rural libraries. It encourages active participation in Illinois library organizations. There is no hard definition of either a small or rural library. Anyone believing their library is categorized as small or rural or both is welcome to join the forum. Blackmer encouraged others to join the forum if they care about the growth and development of useful library services, if they support the continuing education of members, they enjoy being creative and brainstorming with others, would like to collaborate with other libraries and if they would like to give a voice to the often voiceless rural and small libraries at the local, state and national levels. Anyone interested in receiving more information about the forum, please go to: https://docs.google.com/forms/d/e/1FAIpQLSeAPNyhVVbeFo3iVHWJA-CgrT-LpiwFltWWb-16I43NM2M05A/viewform

Blackmer said if anyone would like to help build the foundation of the forum in a more hands on roll or knows someone who would like to help, please reach out to me at vblackmer@robertrjoneslibrary.org.

- XII. International Coalition of Library Consortia (ICOLC) PowerPoint presentation regarding consortia services Coulter (PrairieCat) stated that PrairieCat is a member of the International Coalition of Library Consortia. ICOLC produces materials that help explain what a library consortium is, what it does and why it is beneficial. These materials are free for their members, and we encourage you to utilize these free materials.
- XIII. Public Comments via previously submitted email (see above) or online There were no public comments.
- XIV. Adjournment The meeting adjourned at 11:00 am.
- XV. Next regularly scheduled meeting, April 27, 2022, Senica's Oak Ridge Golf Club and/or online via Zoom.

	Total voting members:	ng members: 103 Total needed for quorum: 52 Total needed							ed for 2/3 vote: 69				
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AN	Andalusia TL		1									_	
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BR	Bradley PL		1										
BY	Byron PLD		1										
СР	Charles B. Phillips PL		1										
СН	Cherry Valley PLD		1										
СТ	Clinton Township PLD		1										
СС	Coal City PL		1										
CL	Colona PL												
CF	Community Unit SD #2		1										
СО	Cordova PL												
CN	Cortland Community Library		1									_	
CR	Creston-Dement PL		1									_	
DK	DeKalb PL		1										
EA	Earlville PL		1									_	
EP	East Dubuque DL		1										
EM	East Moline PL		1									_	
EL	Elizabeth TL		1										
EJ	Ella Johnson ML											_	
ER	Erie PL												
FL	Flagg-Rochelle PLD		1									_	
FO	Forreston PL (UL rep)		1										
FR	Fossil Ridge PL											_	
FG	Franklin Grove PLD												
FP	Freeport PLD		1										
GA	Galena PLD											_	
GP	Geneseo PL												
GE	Genoa PLD											_	
GR	Grant Park PL		1									_	
GV	Graves-Hume PL (Mendota)		1									_	
HN	Hanover TL		1										
HR	Harvard Diggins Library		1									_	
HE	Henry C Adams ML (Prophetstown)												
HC	Highland Community College		1										
НК	Hinckley PLD		1									_	
HD	Homer Township Public Library		1										
BL	Ida PL												
JO	Johnsburg PL		1										
JC	Joliet HS District #204		1										
јн	Julia Hull PL		1										
КК	Kankakee Public Library		1										
LS	LaSalle PL		1										
LE	Lena CL												
LI	Limestone PL												
ML	Malta PL		1										
МТ	Manhattan PL		1										
MN	Manteno PL		1										
MP	Maple Park PL		1										
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LLSAP Code	Agency	1 = in person 2 = Zoom NP= Not present for vote	Yes	No	Abstain	Yes	No	Abstain	Yes	
МВ	Marseilles PL		1							
MS	Meridian Schools		1							
MK	Mokena PL		1						<u> </u>	
MX	Moline PL		1						+	
MV	Moline High School (UL rep)		1						+	
MR MM	Morris Area PL Mount Morris PL		1							
NL	New Lenox PL		1						+	
KR	Nippersink PLD		1							
LP	North Suburban PLD		-						+	
OD	Odell PL		1						+	
OG	Oglesby PL									
OR	Oregon PL		1						+	
PP	Pearl City PL		1							
PT	Pecatonica PL		1							
PE	Peotone PL		1							
PU	Peru PL		1							
PD	Plano Community PL		1							
PX	Plano CUSD#88									
РО	Polo PLD		1							
PR	Princeton PL		1							
PF	Princeton Twp HS		1							
TW	Prophetstown-Lyndon-Tampico SD		1							
UC	Putnam County Schools		1							
UE	Putnam County PL		1						+	
RL	Reddick PL (Ottawa)		1							
MA	Richard A Mautino (Spring Valley)		1							
RD CV	River Valley DL (Port Byron) Robert R. Jones DL (Coal Valley)		1						+	
RO	Robert W. Rowe PL (Sheridan)		1							
RW	Rochelle Twp High School (UL rep)		1						+	
RP	Rock Island PL		1						+	
RU	Rockford University		1							
RY	Rockridge High School (UL rep)									
SA	Sandwich PLD		1							
SC	Schmaling ML (Fulton)									
SE	Seneca PL		1							
SD	Sherrard PLD		1							
SL	Silvis PL		1							
SK	Stockton PL		1							
SN	Somonauk PL		1							
SB	South Beloit PL		1							
SR	Streator PL									
SY	Sycamore PL		1							
TF	Talcott Free LD		1							
ТС	Three Rivers PL		1							
UT	United Township HS		1		-				+	
WA	Walnut PL				-				+	
WR	Warren Township PL		1						+	
WD WL	Western Dist PL (Orion) Wilmington PL		1							
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LLSAP Code	Agency	1 = in person 2 = Zoom NP= Not present for vote	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain	Yes	No	Abstain
WO	Woodstock PL																			
YK	Yorkville PL		1																	
	Totals:	0	79	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0

# PRAIRIECAT CASH REPORT FOR THE PERIOD ENDING February 28, 2022

Beginning Cash Balance	\$ 1,299,220.90
Cash Received Payments from Member Libraries, etc. Interest - BankORION Interest - Illinois Funds eCommerce Receipts Payable Total Cash Received	52,003.73 299.63 - 6,538.76 58,842.12
Expenses Paid Checks and Vendor ACH Payments Payroll and Retirement Contributions ACH Credit Card Payments Miscellaneous (Lockbox & Misc. Bank Fees, eCommerce Fees, etc.) Total Disbursements	23,929.70 67,530.71 - <u>398.91</u> 91,859.32
Ending Cash Balance	\$ 1,266,203.70
CASH DETAILS:	
Member Library Deposit Accounts/Prepayments	\$-
eCommerce Cash Receipts Payable	13,317.98
Capital Reserve Designation	567,763.02
Working Cash	685,122.70
TOTAL CASH	\$ 1,266,203.70
PAYPAL FUNDS DETAILS:	
February PayPal Receipts in Transit to Bank	\$892.08
CD INVESTMENT DETAILS:	
CD Principal CD Interest Since Renewal @ .50%	\$503,758.76 \$1,416.34
TOTAL CD INVESTMENT VALUE	\$ 505,175.10
Invested in Capital Assets Balance as of February 2022 Unrestricted Fund Balance as of February 2022	\$6,529.84 \$1,726,270.39
FY22 operating expenses excluding planned capital reserve designation: Working Cash % of operating expenses:	\$ 1,797,080.08 38.12%

## PrairieCat

# Balance Sheet

## As of 2/28/2022

	Balance End of Month
Assets	
Cash & cash equivalents	
Cash - Bank Orion	1,266,027.34
Cash - Illinois Funds	176.36
PayPal Funds	892.08
Total Cash & cash equivalents	1,267,095.78
Investments	505,175.10
Accounts receivables	5,962.75
Prepaid expenses	226,549.66
Capital Assets, net	
Computers	287,558.00
Vehicles	24,488.00
Accumulated Depreciation	(305,516.16)
Total Capital Assets, net	6,529.84
Total Assets	2,011,313.13
Liabilities	
Accounts payable	225.00
Accrued liabilities	0.90
eCommerce Receipts Payable	14,210.06
Payroll	1,210,000
Salaries Payable	18,575.94
PR Tax Withheld Payable	4,390.00
Pension Payable	16,122.20
Retirement Payable	1,343.59
PR Tax Expense Payable	1,716.53
Total Payroll	42,148.26
Deferred revenue	180,496.38
Compensated absences	41,432.30
Total Liabilities	278,512.90
Net Assets	
Beginning Net Assets	1,645,756.09
Current YTD Net Income	87,044.14
Total Net Assets	1,732,800.23
Total Liabilities and Net Assets	2,011,313.13

### PrairieCat Statement of Revenues and Expenses - FY22 is 66.67% Completed From 2/1/2022 Through 2/28/2022

	Current Month	YTD Actual	YTD Budget - Original	Percent of YTD Budget	Total Budget - Original	Percent of Annual Budget
REVENUES						
Fees for Services and Materials						
Union List Member Revenue	2,353.00	18,824.00	19,306.00	97.50%	28,960.00	65.00%
Fully Participating and Basic Online Member Revenue	88,612.91	708,903.28	700,116.50	101.25%	1,050,175.08	67.50%
ILL Barcode Revenue	200.00	3,400.00	4,666.00	72.86%	7,000.00	48.57%
Fully Participating & Basic Online - CR Contribution	4,585.59	36,684.72	36,304.00	101.04%	54,457.00	67.36%
Union List - CR Contribution	591.50	4,732.00	4,853.00	97.50%	7,280.00	65.00%
Total Fees for Services and Materials	96,343.00	772,544.00	765,245.50	100.95%	1,147,872.08	67.30%
Reimbursements						
Reimbursements	639.41	9,905.10	12,666.00	78.20%	19,000.00	52.13%
Reimbursements - Hosting Fee	3,694.99	29,559.94	29,260.00	101.02%	43,890.00	67.35%
Reimbursements - Capira Mobile App	2,688.81	22,543.80	26,400.00	85.39%	39,600.00	56.92%
Total Reimbursements	7,023.21	62,008.84	68,326.00	90.75%	102,490.00	60.50%
Investment Income Other	493.31	4,006.65	3,000.00	133.55%	4,500.00	89.03%
Other Grants	0.00	0.00	1,332.00	0.00%	2,000.00	0.00%
Other Grants - RAILS Grants for Members	46,601.50	372,812.00	372,812.00	100.00%	559,218.00	66.66%
Other Revenue	0.00	169.98	666.00	25.52%	1,000.00	16.99%
Total Other	46,601.50	372,981.98	374,810.00	99.51%	562,218.00	66.34%
Total REVENUES	150,461.02	1,211,541.47	1,211,381.50	100.01%	1,817,080.08	66.68%
EXPENSES Personnel						
Other Professionals	26,643.98	385,878.07	412,872.00	93.46%	624,109.48	61.82%
Support Services	5,018.25	85,189.43	86,319.00	98.69%	130,482.65	65.28%
Social Security Taxes	2,263.09	33,630.43	38,188.00	88.06%	57,726.30	58.25%
Unemployment Insurance	0.00	0.00	2,334.00	0.00%	3,500.00	0.00%
Worker's Compensation	108.42	559.36	1,054.00	53.07%	1,581.65	35.36%
Retirement Benefits	4,689.04	64,466.29	75,540.00	85.34%	114,188.82	56.45%
Health, Dental And Life Insurance	14,866.44	87,631.34	92,249.00	94.99%	138,373.52	63.32%
Other Fringe Benefits	(180.00)	820.45	666.00	123.19%	1,000.00	82.04%
Tuition Reimbursements	0.00	0.00	333.00	0.00%	500.00	0.00%
Staff Professional Memberships	0.00	0.00	666.00	0.00%	1,000.00	0.00%
Recruiting	0.00	287.91	0.00	0.00%	0.00	0.00%
Total Personnel	53,409.22	658,463.28	710,221.00	92.71%	1,072,462.42	61.40%
Buildings and Grounds						
Property Insurance	198.58	1,588.64	1,134.00	140.09%	1,700.00	93.44%
Total Buildings and Grounds Vehicle Expenses		1,588.64	1,134.00	140.09%	1,700.00	93.45%
Fuel	4.00	573.80	1,333.00	43.04%	2,000.00	28.69%

### PrairieCat Statement of Revenues and Expenses - FY22 is 66.67% Completed From 2/1/2022 Through 2/28/2022

	Current Month	YTD Actual	YTD Budget - Original	Percent of YTD Budget	Total Budget - Original	Percent of Annual Budget
Densing And Maintenance	0.00	490.05	2 000 00	24 400/	2 000 00	16 220/
Repairs And Maintenance	0.00	489.95	2,000.00	24.49%	3,000.00	16.33%
Vehicle Insurance	188.58	1,508.64	1,666.00	90.55%	2,500.00	60.34%
Vehicles Leasing And Rent		0.00	333.00	0.00%	500.00	0.00%
Other Vehicle Expenses	0.00	277.10	500.00	55.42%	750.00	36.94%
Total Vehicle Expenses Travel and Continuing Education	192.58	2,849.49	5,832.00	48.86%	8,750.00	32.57%
In-State Travel	0.00	461.62	3,333.00	13.84%	5,000.00	9.23%
Out-Of-State Travel	0.00	0.00	4,666.00	0.00%	7,000.00	0.00%
Registrations And Meeting, Other Fees	1,279.00	5,786.87	4,666.00	124.02%	7,000.00	82.66%
Conferences And Continuing Education Meetings	0.00	2,309.38	3,333.00	69.28%	5,000.00	46.18%
Public Relations	0.00	0.00	334.00	0.00%	500.00	0.00%
Total Travel and Continuing Education	1,279.00	8,557.87	16,332.00	52.40%	24,500.00	34.93%
Commercial Insurance Supplies, Postage and Printing	540.75	4,326.00	4,333.00	99.83%	6,500.00	66.55%
Computers, Software And Supplies	176.06	2,706.49	6,666.00	40.60%	10,000.00	27.06%
General Office Supplies And Equipment	0.00	129.70	134.00	96.79%	200.00	64.85%
Total Supplies, Postage and Printing	176.06	2,836.19	6,800.00	41.71%	10,200.00	27.81%
Telephone and Telecommunications	17.21	157.16	0.00	0.00%	0.00	0.00%
Equipment Repair and Maintenance						
Equipment Repair And Maintenance Agreements	80.94	647.57	2,000.00	32.37%	3,000.00	21.58%
Total Equipment Repair and Maintenance	80.94	647.57	2,000.00	32.38%	3,000.00	21.59%
Professional Services						
Legal	665.00	1,879.20	6,666.00	28.19%	10,000.00	18.79%
Accounting	0.00	4,500.00	3,333.00	135.01%	5,000.00	90.00%
Consulting	0.00	1,535.00	1,666.00	92.13%	2,500.00	61.40%
Payroll Service Fees	1,034.38	5,109.03	4,165.00	122.66%	6,249.18	81.75%
Total Professional Services	1,699.38	13,023.23	15,830.00	82.27%	23,749.18	54.84%
Contractual Services						
Information Service Costs	49,578.57	367,155.76	369,005.00	99.49%	553,508.40	66.33%
Outside Printing Services	0.00	0.00	666.00	0.00%	1,000.00	0.00%
Other Contractual Services	7,225.84	56,905.82	61,140.00	93.07%	91,710.08	62.04%
Total Contractual Services	56,804.41	424,061.58	430,811.00	98.43%	646,218.48	65.62%
Depreciation	408.14	3,265.12	3,265.12	100.00%	4,897.60	66.66%
Professional Association Membership Dues	89.17	1,239.82	1,334.00	92.94%	2,000.00	61.99%
Miscellaneous	85.00	818.00	1,666.00	49.09%	2,500.00	32.72%
Miscellaneous - eCommerce Fees	313.91	2,663.38	3,666.00	72.65%	5,500.00	48.42%
Total EXPENSES	115,294.35	1,124,497.33	1,203,224.12	93.46%	1,811,977.68	62.06%

### PrairieCat Statement of Revenues and Expenses - FY22 is 66.67% Completed From 2/1/2022 Through 2/28/2022

	Current Month	YTD Actual	YTD Budget - Original	Percent of YTD Budget	Total Budget - Original	Percent of Annual Budget
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	35,166.67_	87,044.14	<u> </u>	<u> </u>	5,102.40	<u> </u>

															3rd Qtr % of	FY22 Totals	FY21 Totals	FY Totals %
	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Jan 2021	Feb 2022	Feb 2021	Mar 2022	Mar 2021	To Date	To Date	change	to date	to date	of change
General																		L
Bibliographic records	1,219,827	1,219,551	1,218,858	1,218,899	1,214,203	1,215,929	1,215,549	1,214,459	1,211,935	1,212,801	-	1,212,837	1,211,935	1,212,837	-0.07%	1,211,935	1,219,920	-0.65%
Item records	5,183,607	5,185,390	5,174,748	5,173,253	5,124,506	5,141,132	5,140,373	5,170,146	5,128,923	5,152,532	-	5,146,411	5,128,923	5,146,411	-0.34%	5,128,923	5,184,969	-1.08%
Patron records	360,659	364,275	367,132	370,335	372,876	373,837	376,417	392,832	378,177	393,670	-	394,750	378,177	394,750	-4.20%	378,177	353,632	6.94%
Total circulation	418,632	333,010	363,808	363,451	350,707	316,891	348,886	291,841	341,979	311,441	-	365,910	690,865	969,192	-28.72%	2,837,364	3,911,945	-27.47%
ILL transactions on LLSAP	53,375	53,992	55,717	53,538	50,390	46,571	57,347	62,545	51,800	58,401	-	63,140	109,147	184,086	-40.71%	422,730	682,215	-38.04%
Reciprocal borrowing	45,706	42,743	39,897	39,998	37,412	34,708	38,206	30,798	38,152	32,023	-	39,479	76,358	102,300	-25.36%	316,822	417,643	-24.14%
Training, Outreach and Engagement																		
Training events	2	1	1	3	1	2	8	2	3	7	-	6	11	15	-26.67%	21	45	-53.33%
Training participants	6	2	9	8	2	4	23	7	6	16	-	46	29	69	-57.97%	60	175	-65.71%
Training contact hours	14	1	27	18	3	5	29	14	5	27	-	76	34	117	-70.94%	102	350	-70.82%
TalentLMS Course Completions	370	181	233	353	247	162	275	176	145	183	-	173	420	532	-21.05%	1,966	2,801	-29.81%
Site visits	4	5	3	5	1	4	3	1	7	-	-	-	10	1	900.00%	32	17	88.24%
Member Meetings/Events	6	6	19	8	4	3	6	2	4	7	-	9	10	18	-44.44%	56	94	-40.43%
Meeting/Event participants	155	72	455	283	100	32	179	138	66	126	-	194	245	458	-46.51%	1,342	2,126	-36.88%
Meeting/Event contact hours	259	92	446	428	113	56	242	332	66	170	-	317	308	819	-62.39%	1,701	2,971	-42.75%
																		l
Troubleshooting															-11.36%		2.1.10	-25,73%
HelpDesk Calls Opened	236	327	312	322	259	250	271	205	361	265	-	243	632	713		2,338	3,148	
HelpDesk Calls Closed	248	303	303	282	240	342	278	213	345	263	-	271	623	747	-16.60%	2,341	3,332	-29.74%
Database Enrichment																		
Bibload records loaded - PC staff	1,351	955	1,353	1,410	1,587	851	1,349	1,195	1,323	828	-	620	2,672	2,643	1.10%	10,179	15,694	-35.14%
Bibload records loaded - MARC catalogers	1,497	1,549	2,331	1,813	2,085	2,285	2,491	1,778	1,877	1,693	-	3,338	4,368	6,809	-35.85%	15,928	18,677	-14.72%
Cleanup/overlays/merges - PC staff	4,236	846	633	632	626	1,101	885	5,644	4,102	6,495	-	951	4,987	13,090	-61.90%	13,061	42,276	-69.11%
Cleanup/overlays/merges - MARC catalogers	916	1,293	702	931	1,192	798	1,004	883	1,046	957	-	1,515	2,050	3,355	-38.90%	7,882	12,165	-35.21%
Enhancements/corrections - PC staff	15	37	3	29	-	30	28	26	41	21	-	48	69	95	-27.37%	183	299	-38.80%
										_					05 000/			65 7004
Enhancements/corrections - MARC catalogers	6	153	175	133	222	107	216	31	117	3	-	136	333	170	95.88%	1,129	681	65.79%
Authority records created/loaded	-	12	19	11	17	-	-	-	-	-	-	-	-	-	#DIV/0! #DIV/0!	59	-	#DIV/0!
Authority records removed	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-	#DIV/0!
Original catalogings - PC staff	35	53	36	14	-	39	35	20	32	14	-	39	67	73	-8.22%	244	333	-26.73%
Original catalogings - MARC catalogers Serial records created	13	-	-	-	-	-	-	30	-	22	-	-	-	52	-100.00% #DIV/0!	13	160	-91.88% #DIV/0!
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#017/0!	-	-	#010/0!
Special projects (Call number conversion, ICode1 conversion, Reclamation, etc)	72,677	47,901	16,903	88,045	7,078	45,433	126,286	39,531	49,757	6,530	-	41,765	176.043	87,826	100.45%	454,080	419,158	8.33%
Coder conversion, Reclamation, etc)	/2,0//	47,901	10,903	88,045	7,078	40,433	120,260	39,531	49,757	0,530	-	41,765	1/0,043	67,626	100.43%	454,080	419,108	0.33%
To see the full statistical spreadsheet, visit: https://su	pport.prairiecat.inf	fo/gov				-												



Date: 4/27/2022

To: PrairieCat Delegates Assembly

From: Carolyn Coulter, Director

Re: FY23 Meeting Dates

Below are the proposed meeting dates for FY23 Delegates Assembly:

Quarterly meetings in months of January, April (budget approved), July, and October (budget presented). Last Wednesday of the month. All meetings are In person if possible and held from 10:00am-12:00 pm. Lunch is served at the April meeting. Participation also available via Zoom.

**Who should attend:** participation in Delegates Assembly is required for Delegates or Alternates from each Fully Participating or Basic Online member of PrairieCat, and the four Union List reps.

Date	Location	Time	Format
July 27, 2022	Senica's Oak Ridge Golf Club, La Salle, IL / Zoom	10:00am-12:00pm	In person/Zoom
Oct 26, 2022	Senica's Oak Ridge Golf Club, La Salle, IL / Zoom	10:00am-12:00pm	In person/Zoom
Jan 25, 2023	Senica's Oak Ridge Golf Club, La Salle, IL / Zoom	10:00am-12:00pm	In person/Zoom
Apr 26, 2023	Senica's Oak Ridge Golf Club, La Salle, IL / Zoom (Luncheon)	10:00am-3:00pm	In person/Zoom



# New or Upgrading Library Profile

Library Name:	Mt. Carroll Public Library
Current PrairieCat membership level	Union List
New PrairieCat membership level	Basic Online
Type / Tier	Public Library – Tier 3
Community	Mt. Carroll
County	Carroll
Buildings	1
Population	1,571
Registered cardholders	1,236
Total FTE	2
Total operating income	\$117,690
Total collection	17,862
Total circulation	6,231
FY22 OCLC fee	\$415.66
Projected FY23 PrairieCat fee w/OCLC	\$5,301.00

## SECOND AMENDED INTERGOVERNMENTAL AGREEMENT ESTABLISHING PRAIRIECAT AND <u>AUTHORIZING MEMBERSHIP IN PRAIRIECAT</u>

# \_\_\_\_FULLY PARTICIPATING \_\_\_\_\_ BASIC ONLINE \_\_\_\_\_UNION LISTING (Check appropriate participation level)

WHEREAS, each of the entities listed on Exhibit A to this Agreement is either a local library established pursuant to the Local Library Act, 75 ILCS 5/ 1-0.1, <u>et</u> <u>seq</u>., a public library district established pursuant to the Public Library District Act, 75 ILCS 16/ 1-1 <u>et seq</u>., a school district established pursuant to state statute or another entity with a library organized and existing under the laws of the state of Illinois; and

WHEREAS, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Agreement Act, 5 ILCS 220/ 1 et seq, and to the respective statutes pursuant to which each of the public libraries, library districts and school districts are established, the Governing Body of each of the said entities is empowered and authorized to enter into intergovernmental contracts and agreements for library services and the other entities with a library have the authority to contract for library services; and

WHEREAS, the Libraries that have signed this Agreement have determined that it is in their best interest to join together to provide the services outlined in this Agreement and have decided to create an intergovernmental entity called "PRAIRIECAT," voluntarily established by contracting Public Libraries, Library Districts and other entities with libraries to provide the services and automated library system described and set forth in this Agreement; and

WHEREAS, PRAIRIECAT was initially established in December, 2010 and it has permitted new members to join subsequent to its establishment.

NOW, THEREFORE, in consideration of the agreements hereinafter provided, and in further consideration of the execution of this Agreement by two-thirds of the libraries listed on Exhibit A, the Governing Board of the <u>Mt. Carroll District Libracu</u>, (hereinafter referred to as "Library" or "Member") agree as follows:

1. <u>Incorporation of Preambles</u>. The above and foregoing preambles are incorporated herein and constitute a part of this Agreement.

2. <u>Establishment of PRAIRIECAT</u>. The Libraries that have signed this Agreement hereby establish an intergovernmental entity, as contemplated by the Intergovernmental Cooperation Act, which shall be known as the PRAIRIECAT for the purpose set forth in the next section.

3. <u>Purpose</u>. The purpose of PRAIRIECAT is to provide cost-effective and efficient resource discovery and acquisition for patrons of PrairieCat member libraries.

#### 4. <u>Definitions</u>.

"Member" - Any library, library district or other entity with a library which has executed an agreement which is accepted by PRAIRIECAT on substantially the same terms as this Agreement.

"Integrated Library System" or "ILS" - The integrated library system used by PRAIRIECAT including all equipment and software that is used for automation of library functions.

"Fully Participating Member" - A library that has use of all existing application programs as described in Exhibit B, Functionality by Membership Level and whose users have full access to the benefits of the ILS. Fully Participating members are voting members and may hold any office.

"Basic Online Member" – A library that has limited use of existing application programs as described in Exhibit B, Functionality by Membership Level and whose users have limited access to the benefits of the ILS. Basic Online members are voting members and may hold any office.

"Union Listing Member" – A library that contributes its holdings to the database for resource sharing activities only and has limited use of existing application programs, as described in Exhibit B, Functionality by Membership Level. Patrons of the library are not included as part of the patron database of the ILS. Union listing members may not hold any office. The Union Listing standing group will select four representatives to be the group's co-chairs. Each of the four representatives will have voting privileges at Delegates Assembly meetings. No alternates may be designated.

5. <u>PRAIRIECAT Administrative Council</u>. There is hereby established a board of directors which shall be called the PRAIRIECAT Administrative Council ("Council"). The Bylaws contain the details regarding membership on the Council, elections, meetings, duties, operation and voting of the Council.

6. <u>Obligations/Duties of Members</u>. The obligations and duties of Members are as follows:

A. To comply with such other reasonable rules and regulations, including but not limited to the Bylaws, as amended, as may be established by PRAIRIECAT for the administration of the Agreement and ILS as well as all policies of PRAIRIECAT, as amended.

- B. To appropriate or budget annually its liabilities for participation in PRAIRIECAT and the ILS and to meet its obligations hereunder.
- C. To cooperate fully with any agent, employee, officer or independent contractor of PRAIRIECAT in any matter relating to the purpose and powers of PRAIRIECAT.
- D. To make payments promptly to PRAIRIECAT as established in the Bylaws and this Agreement.
- E. To execute any agreement or other documents with Vendors, such as a confidentiality agreement, required for operation of or participation in the ILS.
- F. To act promptly on all matters requiring approval by the Members and to not withhold such approval unreasonably or arbitrarily.
- G. To make its library materials available for interlibrary loan in accordance with the ILLINET Interlibrary Loan Code and to enter its collection into the ILS database.
- H. To take responsibility for purchasing and maintaining all equipment and telecommunications services necessary for access/connectivity to the PRAIRIECAT system. All such equipment must be compatible with PRAIRIECAT's system, as well as vendor and PRAIRIECAT guidelines.
- I. To acknowledge that the vendors of the ILS have or may have certain proprietary rights in connection with the ILS and to assume and accept responsibilities/liabilities related to any violation of said proprietary rights by its patrons or users.
- J. To take no action inconsistent with this Agreement as originally written or hereafter amended.
- K. To attend Delegates Assembly meetings (Fully Participating and Basic Online members and Union Listing representatives).

7. <u>Powers and Duties of PRAIRIECAT</u>. PRAIRIECAT may exercise any power, privilege, or authority, to perform and accomplish the purposes set forth in this Agreement and shall exercise such powers, privileges and authority through the PRAIRIECAT Administrative Council:

- A. To administer and supervise the ILS.
- B. To adopt Bylaws consistent with law and with this Agreement to govern its operation, which Bylaws shall include, among other things, provisions dealing with election of officers, meetings, voting,

operational services, committees, budgeting, assessment of fees and other policies.

- C. To employ or contract with agents, employees, vendors, independent contractors or other entities, including legal counsel, accountants and such other persons as may be necessary to provide any services required for the ILS or its implementation, to store any of the equipment required to carry out the services outlined in this Agreement and to accomplish the purposes of PRAIRIECAT.
- D. To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the ILS.
- E. To collect payments and assessments from Members.
- F. To procure insurance for the ILS against risks of loss or damage for an amount equal to the replacement cost of the equipment, subject to the usual conditions, stipulations and exceptions.
- G. To hold title to the ILS, except for any equipment held solely by a Member.
- H. To pass an annual budget.
- I. To carry out such other activities as are necessarily implied or required to carry out the purposes of the ILS.

8. <u>Use of ILS</u>. The Members will jointly determine the use of the ILS. PRAIRIECAT does not warrant or guarantee the ILS, nor shall PRAIRIECAT be liable for any damages resulting from the malfunction of the ILS.

# 9. LIMITATION OF LIABILITY/DAMAGES.

A. ANY SPECIFICATION, DESCRIPTION, OR OBJECTIVE IN THIS AGREEMENT CONCERNING THE OPERATION OF THE ILS IS A STATEMENT OF THE UNDERSTANDING OF THE PARTIES AS TO THE DESIGN AND SERVICE OBJECTIVES OF THE ILS, AND DOES NOT CREATE AN EXPRESS OR IMPLIED WARRANTY THAT THE ILS DOES OR WILL ALWAYS CONTINUE TO OPERATE AS DESCRIBED.

B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PRAIRIECAT NOR ITS OFFICERS, ADMINISTRATIVE COUNCIL MEMBERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO OR THROUGH THE MEMBER FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT (WITH THE EXCEPTION OF PERSONAL INJURY AND PROPERTY DAMAGE DIRECTLY CAUSED BY WILLFUL AND WANTON CONDUCT), INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR FAILURE TO REALIZE EXPECTED SAVINGS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT, AND ANY AMENDMENTS THERETO, OR THE PROVISION, USE OR OPERATION OF THE ILS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ANY AMENDMENTS THERETO, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

C. NEITHER PARTY TO THIS AGREEMENT, INCLUDING THEIR OFFICERS, ADMINISTRATIVE COUNCIL MEMBERS, EMPLOYEES AND AGENTS, SHALL BE LIABLE IN ANY WAY FOR DELAYS, FAILURE IN PERFORMANCE, LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS OR CAUSES BEYOND SUCH PARTY'S REASONABLE CONTROL.

D. ANY ACTION IN LAW OR IN EQUITY ARISING FROM OR IN CONNECTION WITH ANY MATTER UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

E. EXCEPT AS SET FORTH EXPRESSLY IN THIS AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY PRAIRIECAT.

F. THE TERMS AND CONDITIONS IN THIS SECTION 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. <u>Notices</u>. All notices of claims or any other notice required to be given pursuant to this Agreement, shall be in writing, shall be sent by certified mail and shall be addressed to or to such address or such other parties as the Parties may from time to time designate by notice as provided herein:

> PRAIRIECAT c/o RAILS 220 W 23<sup>rd</sup> Ave Coal Valley, IL 61240 Attention: PRAIRIECAT Chair

And to: (Insert address and contact for Member)

Library name: Mount Carroll District Library
Address: DOF N. Main
MOUNT Calloll, IZ (61053
Attention: Ram Narles

11. <u>Payments by Members – Assessments</u>. Each Member shall pay all fees set forth on the PRAIRIECAT Annual Budget, Fee Schedule or any other costs and fees determined by the Members. Any Library joining PRAIRIECAT whose records must be migrated or entered into PRAIRIECAT must pay impact fees for joining PRAIRIECAT.

12. <u>Rights of Members</u>. Rights of each Member of PRAIRIECAT shall include the following:

A. To enforce the obligations of PRAIRIECAT as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by PRAIRIECAT itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the Members set forth herein.

B. To participate on uniform and nondiscriminatory terms.

13. <u>Amendments</u>. The PRAIRIECAT Administrative Council may propose amendments to this Agreement at any time. The proposed amendment must be approved by a vote of at least two-thirds (2/3) of PRAIRIECAT Delegates Assembly Representatives.

14. <u>Waiver</u>. The waiver by any Library signing this Agreement or by PRAIRIECAT of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

15. <u>Execution of Agreement</u>. This Agreement may be executed in counterparts, each of which will be signed by one Member Library, and each separate Agreement and all such collectively constitute one original. Facsimile signatures shall be sufficient.

16. <u>Financial Arrearages.</u> In the event that a Member Library fails to meet any of its financial obligations, the Administrative Council may suspend participation of the Library and terminate integrated library services to the Library, including denial of access of the Library's computers to the database, until the Library makes payment. If such Member Library fails to make full payment within ninety (90) days after such termination of services, it shall be deemed to have voluntarily terminated and withdrawn from PRAIRIECAT, and shall be subject to the provisions of Section 18, with specific recognition of the continuing obligation of the Library to make payments, among any other payments due at the time of withdrawal, to the end of the PRAIRIECAT fiscal year in which the withdrawal occurs.

17. <u>Assignment</u>. Under no circumstances shall this Agreement be assigned by any party or be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

18. <u>Effective Date</u>. Effective Date shall be the first day of the calendar month next following the month in which both the Member and the Delegates Assembly have duly approved and executed this Agreement or a substantially similar agreement. The contract shall be terminated at the end of the contract year, which is June 30.

19. <u>Term and Termination</u>. This contract shall be effective when signed by the Member and be in effect through June 30, 20\_\_\_\_. After the initial contract period, the contract shall be automatically extended for successive one-year periods. Termination of contract requires notification to the Chair of the Delegates Assembly at least 180 days in advance of the next fiscal year. If the Agreement is terminated, the Member must pay all unpaid costs incurred up to and including the time of termination. The obligation to pay all such costs survives the termination of this Agreement. If the Member terminates the Agreement, the Member shall pay all costs incurred by PRAIRIECAT due to the Member's decision to leave PRAIRIECAT, including any work performed by PRAIRIECAT employees or agents after the termination of the Agreement. The process for withdrawal from PRAIRIECAT is outlined in the Bylaws.

20. <u>Dissolution</u>. PRAIRIECAT may be dissolved by a two-thirds (2/3) vote of the Delegates Assembly. If PRAIRIECAT dissolves, PRAIRIECAT will first offer title to all system hardware and software to any entity that is composed of at least 2/3 of all Delegates Assembly Members that had an executed agreement with PRAIRIECAT when the vote to dissolve was passed. If there is no such entity, Members shall have the right of first refusal regarding the purchase of all equipment, property and other assets of PRAIRIECAT and shall share in the proceeds, if any, in accordance with the Member's proportionate share of capital contributions, purchases, or balance on account. Surplus funds, if any, shall be distributed in the same manner.

21. <u>Section Headings</u>. The section headings inserted in this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

22. <u>Validity and Savings Clause</u>. In the event that any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

23. <u>Governing Law</u>. This Agreement shall be construed in accordance with the Constitution and laws of the State of Illinois.

**IN WITNESS WHEREOF**, the Library whose signature is set forth below, acting under the authority of its Governing Body, has caused this Agreement to be executed by its duly authorized officer. This Agreement shall be executed in several counterparts, each of which shall be signed by one Member Library, and each separate Agreement shall collectively constitute one original.

Name of	1ember: Mount Carroll District Cibr	ary
вү:	aurel Bergren	]

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Laurel Bergren, President Mt. Carroll District Library Board of Trustees

(print name and title of representative authorized to execute this Agreement)

ATTEST:
BY: fon Aple
Pam Naples, Library Director
(print name and title)
APPROVED THIS <u>9<sup>44</sup></u> DAY OF <u>February</u> , 20 <u>9</u> 2
PRAIRIECAT:
BY:
(PrairieCat Chair)
APPROVED THIS DAY OF, 20

Adopted by the PrairieCat Delegates Assembly on 10/6/10 Revised by the PrairieCat Delegates Assembly on 1/26/2011 Revised by the PrairieCat Delegates Assembly on 1/23/2013 Revised by the PrairieCat Delegates Assembly on 4/17/2013

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# New or Upgrading Library Profile

Library Name:	North Chicago Public Library
Current PrairieCat membership level	Non-member
New PrairieCat membership level	Fully Participating
Type / Tier	Public Library – Tier 3
Community	North Chicago
County	Lake
Buildings	1 (and bookmobile)
Population	32574
Registered cardholders	4487
Total FTE	13.5
Total operating income	\$723,730
Total collection	54,478
Total circulation	9,222
FY18 OCLC fee	\$4,191.59
Projected FY23 PrairieCat fee w/OCLC	\$10,944

## SECOND AMENDED INTERGOVERNMENTAL AGREEMENT ESTABLISHING PRAIRIECAT AND <u>AUTHORIZING MEMBERSHIP IN PRAIRIECAT</u>

# X FULLY PARTICIPATING BASIC ONLINE UNION LISTING (Check appropriate participation level)

WHEREAS, each of the entities listed on Exhibit A to this Agreement is either a local library established pursuant to the Local Library Act, 75 ILCS 5/ 1-0.1, <u>et</u> <u>seq</u>., a public library district established pursuant to the Public Library District Act, 75 ILCS 16/ 1-1 <u>et seq</u>., a school district established pursuant to state statute or another entity with a library organized and existing under the laws of the state of Illinois; and

WHEREAS, pursuant to Article VII, Sec. 10 of the Illinois Constitution of 1970, the Intergovernmental Agreement Act, 5 ILCS 220/ 1 et seq, and to the respective statutes pursuant to which each of the public libraries, library districts and school districts are established, the Governing Body of each of the said entities is empowered and authorized to enter into intergovernmental contracts and agreements for library services and the other entities with a library have the authority to contract for library services; and

WHEREAS, the Libraries that have signed this Agreement have determined that it is in their best interest to join together to provide the services outlined in this Agreement and have decided to create an intergovernmental entity called "PRAIRIECAT," voluntarily established by contracting Public Libraries, Library Districts and other entities with libraries to provide the services and automated library system described and set forth in this Agreement; and

WHEREAS, PRAIRIECAT was initially established in December, 2010 and it has permitted new members to join subsequent to its establishment.

NOW, THEREFORE, in consideration of the agreements hereinafter provided, and in further consideration of the execution of this Agreement by two-thirds of the libraries listed on Exhibit A, the Governing Board of the <u>North Chicago Public Library</u>, (hereinafter referred to as "Library" or "Member") agree as follows:

1. <u>Incorporation of Preambles</u>. The above and foregoing preambles are incorporated herein and constitute a part of this Agreement.

2. <u>Establishment of PRAIRIECAT</u>. The Libraries that have signed this Agreement hereby establish an intergovernmental entity, as contemplated by the Intergovernmental Cooperation Act, which shall be known as the PRAIRIECAT for the purpose set forth in the next section.

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3. <u>Purpose</u>. The purpose of PRAIRIECAT is to provide cost-effective and efficient resource discovery and acquisition for patrons of PrairieCat member libraries.

#### 4. <u>Definitions</u>.

"Member" - Any library, library district or other entity with a library which has executed an agreement which is accepted by PRAIRIECAT on substantially the same terms as this Agreement.

"Integrated Library System" or "ILS" - The integrated library system used by PRAIRIECAT including all equipment and software that is used for automation of library functions.

"Fully Participating Member" - A library that has use of all existing application programs as described in Exhibit B, Functionality by Membership Level and whose users have full access to the benefits of the ILS. Fully Participating members are voting members and may hold any office.

"Basic Online Member" – A library that has limited use of existing application programs as described in Exhibit B, Functionality by Membership Level and whose users have limited access to the benefits of the ILS. Basic Online members are voting members and may hold any office.

"Union Listing Member" – A library that contributes its holdings to the database for resource sharing activities only and has limited use of existing application programs, as described in Exhibit B, Functionality by Membership Level. Patrons of the library are not included as part of the patron database of the ILS. Union listing members may not hold any office. The Union Listing standing group will select four representatives to be the group's co-chairs. Each of the four representatives will have voting privileges at Delegates Assembly meetings. No alternates may be designated.

5. <u>PRAIRIECAT Administrative Council</u>. There is hereby established a board of directors which shall be called the PRAIRIECAT Administrative Council ("Council"). The Bylaws contain the details regarding membership on the Council, elections, meetings, duties, operation and voting of the Council.

6. <u>Obligations/Duties of Members</u>. The obligations and duties of Members are as follows:

A. To comply with such other reasonable rules and regulations, including but not limited to the Bylaws, as amended, as may be established by PRAIRIECAT for the administration of the Agreement and ILS as well as all policies of PRAIRIECAT, as amended.

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- B. To appropriate or budget annually its liabilities for participation in PRAIRIECAT and the ILS and to meet its obligations hereunder.
- C. To cooperate fully with any agent, employee, officer or independent contractor of PRAIRIECAT in any matter relating to the purpose and powers of PRAIRIECAT.
- D. To make payments promptly to PRAIRIECAT as established in the Bylaws and this Agreement.
- E. To execute any agreement or other documents with Vendors, such as a confidentiality agreement, required for operation of or participation in the ILS.
- F. To act promptly on all matters requiring approval by the Members and to not withhold such approval unreasonably or arbitrarily.
- G. To make its library materials available for interlibrary loan in accordance with the ILLINET Interlibrary Loan Code and to enter its collection into the ILS database.
- H. To take responsibility for purchasing and maintaining all equipment and telecommunications services necessary for access/connectivity to the PRAIRIECAT system. All such equipment must be compatible with PRAIRIECAT's system, as well as vendor and PRAIRIECAT guidelines.
- I. To acknowledge that the vendors of the ILS have or may have certain proprietary rights in connection with the ILS and to assume and accept responsibilities/liabilities related to any violation of said proprietary rights by its patrons or users.
- J. To take no action inconsistent with this Agreement as originally written or hereafter amended.
- K. To attend Delegates Assembly meetings (Fully Participating and Basic Online members and Union Listing representatives).

7. <u>Powers and Duties of PRAIRIECAT</u>. PRAIRIECAT may exercise any power, privilege, or authority, to perform and accomplish the purposes set forth in this Agreement and shall exercise such powers, privileges and authority through the PRAIRIECAT Administrative Council:

- A. To administer and supervise the ILS.
- B. To adopt Bylaws consistent with law and with this Agreement to govern its operation, which Bylaws shall include, among other things, provisions dealing with election of officers, meetings, voting,

operational services, committees, budgeting, assessment of fees and other policies.

- C. To employ or contract with agents, employees, vendors, independent contractors or other entities, including legal counsel, accountants and such other persons as may be necessary to provide any services required for the ILS or its implementation, to store any of the equipment required to carry out the services outlined in this Agreement and to accomplish the purposes of PRAIRIECAT.
- D. To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the ILS.
- E. To collect payments and assessments from Members.
- F. To procure insurance for the ILS against risks of loss or damage for an amount equal to the replacement cost of the equipment, subject to the usual conditions, stipulations and exceptions.
- G. To hold title to the ILS, except for any equipment held solely by a Member.
- H. To pass an annual budget.
- I. To carry out such other activities as are necessarily implied or required to carry out the purposes of the ILS.

8. <u>Use of ILS</u>. The Members will jointly determine the use of the ILS. PRAIRIECAT does not warrant or guarantee the ILS, nor shall PRAIRIECAT be liable for any damages resulting from the malfunction of the ILS.

#### 9. LIMITATION OF LIABILITY/DAMAGES.

A. ANY SPECIFICATION, DESCRIPTION, OR OBJECTIVE IN THIS AGREEMENT CONCERNING THE OPERATION OF THE ILS IS A STATEMENT OF THE UNDERSTANDING OF THE PARTIES AS TO THE DESIGN AND SERVICE OBJECTIVES OF THE ILS, AND DOES NOT CREATE AN EXPRESS OR IMPLIED WARRANTY THAT THE ILS DOES OR WILL ALWAYS CONTINUE TO OPERATE AS DESCRIBED.

B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PRAIRIECAT NOR ITS OFFICERS, ADMINISTRATIVE COUNCIL MEMBERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO OR THROUGH THE MEMBER FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT (WITH THE EXCEPTION OF PERSONAL INJURY AND PROPERTY DAMAGE DIRECTLY CAUSED BY WILLFUL AND WANTON CONDUCT), INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR FAILURE TO REALIZE EXPECTED

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SAVINGS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF SERVICES UNDER THIS AGREEMENT, AND ANY AMENDMENTS THERETO, OR THE PROVISION, USE OR OPERATION OF THE ILS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ANY AMENDMENTS THERETO, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

C. NEITHER PARTY TO THIS AGREEMENT, INCLUDING THEIR OFFICERS, ADMINISTRATIVE COUNCIL MEMBERS, EMPLOYEES AND AGENTS, SHALL BE LIABLE IN ANY WAY FOR DELAYS, FAILURE IN PERFORMANCE, LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS OR CAUSES BEYOND SUCH PARTY'S REASONABLE CONTROL.

D. ANY ACTION IN LAW OR IN EQUITY ARISING FROM OR IN CONNECTION WITH ANY MATTER UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

E. EXCEPT AS SET FORTH EXPRESSLY IN THIS AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY PRAIRIECAT.

F. THE TERMS AND CONDITIONS IN THIS SECTION 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. <u>Notices</u>. All notices of claims or any other notice required to be given pursuant to this Agreement, shall be in writing, shall be sent by certified mail and shall be addressed to or to such address or such other parties as the Parties may from time to time designate by notice as provided herein:

> PRAIRIECAT c/o RAILS 220 W 23<sup>rd</sup> Ave Coal Valley, IL 61240 Attention: PRAIRIECAT Chair

And to:

(Insert address and contact for Member)

Library name: North Chicago Public Library

Address:	2100 Argonne	
	North Chicago, IL 60064	
Attention:	Library Director	

11. <u>Payments by Members – Assessments</u>. Each Member shall pay all fees set forth on the PRAIRIECAT Annual Budget, Fee Schedule or any other costs and fees determined by the Members. Any Library joining PRAIRIECAT whose records must be migrated or entered into PRAIRIECAT must pay impact fees for joining PRAIRIECAT. 12. <u>Rights of Members</u>. Rights of each Member of PRAIRIECAT shall include the following:

A. To enforce the obligations of PRAIRIECAT as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by PRAIRIECAT itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the Members set forth herein.

B. To participate on uniform and nondiscriminatory terms.

13. <u>Amendments</u>. The PRAIRIECAT Administrative Council may propose amendments to this Agreement at any time. The proposed amendment must be approved by a vote of at least two-thirds (2/3) of PRAIRIECAT Delegates Assembly Representatives.

14. <u>Waiver</u>. The waiver by any Library signing this Agreement or by PRAIRIECAT of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

15. <u>Execution of Agreement</u>. This Agreement may be executed in counterparts, each of which will be signed by one Member Library, and each separate Agreement and all such collectively constitute one original. Facsimile signatures shall be sufficient.

16. <u>Financial Arrearages.</u> In the event that a Member Library fails to meet any of its financial obligations, the Administrative Council may suspend participation of the Library and terminate integrated library services to the Library, including denial of access of the Library's computers to the database, until the Library makes payment. If such Member Library fails to make full payment within ninety (90) days after such termination of services, it shall be deemed to have voluntarily terminated and withdrawn from PRAIRIECAT, and shall be subject to the provisions of Section 18, with specific recognition of the continuing obligation of the Library to make payments, among any other payments due at the time of withdrawal, to the end of the PRAIRIECAT fiscal year in which the withdrawal occurs.

17. <u>Assignment</u>. Under no circumstances shall this Agreement be assigned by any party or be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

18. <u>Effective Date</u>. Effective Date shall be the first day of the calendar month next following the month in which both the Member and the Delegates Assembly have duly approved and executed this Agreement or a substantially similar agreement. The contract shall be terminated at the end of the contract year, which is June 30.

19. <u>Term and Termination</u>. This contract shall be effective when signed by the Member and be in effect through June 30, 20\_\_\_. After the initial contract period, the contract shall be automatically extended for successive one-year periods. Termination of contract requires notification to the Chair of the Delegates Assembly at least 180 days in advance of the next fiscal year. If the Agreement is terminated, the Member must pay all unpaid costs incurred up to and including the time of termination. The obligation to pay all such costs survives the termination of this Agreement. If the Member terminates the Agreement, the Member shall pay all costs incurred by PRAIRIECAT due to the Member's decision to leave PRAIRIECAT, including any work performed by PRAIRIECAT employees or agents after the termination of the Agreement. The process for withdrawal from PRAIRIECAT is outlined in the Bylaws.

20. <u>Dissolution</u>. PRAIRIECAT may be dissolved by a two-thirds (2/3) vote of the Delegates Assembly. If PRAIRIECAT dissolves, PRAIRIECAT will first offer title to all system hardware and software to any entity that is composed of at least 2/3 of all Delegates Assembly Members that had an executed agreement with PRAIRIECAT when the vote to dissolve was passed. If there is no such entity, Members shall have the right of first refusal regarding the purchase of all equipment, property and other assets of PRAIRIECAT and shall share in the proceeds, if any, in accordance with the Member's proportionate share of capital contributions, purchases, or balance on account. Surplus funds, if any, shall be distributed in the same manner.

21. <u>Section Headings</u>. The section headings inserted in this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

22. <u>Validity and Savings Clause</u>. In the event that any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

23. <u>Governing Law</u>. This Agreement shall be construed in accordance with the Constitution and laws of the State of Illinois.

**IN WITNESS WHEREOF**, the Library whose signature is set forth below, acting under the authority of its Governing Body, has caused this Agreement to be executed by its duly authorized officer. This Agreement shall be executed in several counterparts, each of which shall be signed by one Member Library, and each separate Agreement shall collectively constitute one original.

Name of Member: \_\_\_\_\_North Chicago Public Library\_\_\_\_\_

BY: Lois E Cartil

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(print name and title of representative authorized to execute this Agreement)

ATTEST:

BY: \_\_\_\_\_Louis Carlile - Library Director\_\_\_\_\_

(print name and title)

APPROVED THIS	March	DAY OF	17	, 2022 .
		DATO	/	/ 2 <u>022</u> '

#### PRAIRIECAT:

BY: \_\_\_\_\_

(PrairieCat Chair)	
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APPROVED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_.

Adopted by the PrairieCat Delegates Assembly on 10/6/10 Revised by the PrairieCat Delegates Assembly on 1/26/2011 Revised by the PrairieCat Delegates Assembly on 1/23/2013 Revised by the PrairieCat Delegates Assembly on 4/17/2013



Date: 4/27/2022

To: PrairieCat Delegates Assembly

From: Carolyn Coulter, Director

Re: Innovative Interfaces Sierra ILS contract renewal

# **Executive Summary:**

Attached please find the contract renewal for PrairieCat's Sierra ILS system. This contract is a five-year agreement, beginning 7/1/2022. It includes all existing software associated with the Sierra system. The annual rate of increase in cost is set at 2% for the term of the contract. The contract has been reviewed by our lawyers and presented to both the Finance Committee and the Administrative Council.

# **Detailed description:**

The attached five-year contract renews our existing Sierra system and all related software and services. The contract includes our production and test server hosting. It also includes hosting for our production Encore server; however, this will be dropped when we accept Vega Discovery as our principal discovery platform. Exhibit E outlines the details of that agreement.

The contract also includes the same terms we had previously for the addition of small libraries and scoping for small new libraries. The costs for adding new users remains the same as our current agreement. Exhibit E also defines these costs. In the current Exhibit E, our training server refresh is not defined as quarterly as it is currently, but on demand. We found over the course of the last contract that having a defined schedule was not convenient for our operations, so the new contract reflects our ability to schedule refreshes whenever it is convenient for us.

# **Recommendation:**

It is recommended that the Delegates' Assembly approve the contract as written.

## INNOVATIVE INTERFACES INCORPORATED SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	PrairieCat	
Address	220 W 23 <sup>rd</sup> Avenue Coal Valley, IL 61240	
Customer No.	CU0798	
Effective Date     July 1, 2022		
Initial Term	60 Months	

#### 1. Definitions.

"Go-Live Date" means the Client's first use of the Software in a production environment.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

2. **General**. Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of Illinois, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's continued grant to Client of subscription licenses to the software identified in Exhibit A, Client acknowledges, and the parties agree, that as of the Effective Date, all other existing software subscription agreements and associated purchase orders between the parties for the software identified in Exhibit A ("Prior Subscription Agreement(s)"), (i) will be deemed to be immediately terminated by the parties' mutual written agreement and (ii) all such software subscriptions under the Prior Subscription Agreement(s) and associated purchase orders between the GTCs) licensed and supported under the terms of this License Agreement.

## EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
В	GENERAL TERMS AND CONDITIONS
С	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D HOSTING SERVICES TERMS AND CONDITIONS	
E	ADDITIONAL PRODUCTS AND SUPPORT SERVICES

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
PrairieCat	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

#### Exhibit A

#### Pricing Exhibit

- 1. Fees. All Fees must be paid to Innovative pursuant to the Illinois Local Government Prompt Payment Act.
- 2. Term. Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of five (5) years following the Effective Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by 2% over the previous year.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]



Ship To

PrairieCat 220 W 23rd Ave Coal Valley IL 61240 United States

Innovative Interfaces Incorporated 1900 Powell St. Suite 400 Emeryville CA 94608 United States

#### **Bill To**

PrairieCat 220 W 23rd Ave Coal Valley IL 61240 United States

## **Renewal Quote**

Page 1 of 5

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Quote #

SO-INC30909 Net 30

Terms
PO #
<b>Renewal Start Date</b>
Renewal End Date
Site Code

7/1/2022

6/30/2023 prcat

## Currency

					US	Dollar
ltem	Item Categ	Qty	Description	Options	Rate	Amount
Staff User Licenses	License - Ter	575	Staff User Licenses		0.00	0.00
SIP2 Interface	License - Ter	65	Additional SIP2 Licenses		0.00	0.00
Sierra Additional Review Files	License - Ter	8	Sierra Additional Review Files		0.00	0.00
Add Associate or Affiliate Library	License - Ter	8	License System for Additional Library		0.00	0.00
Sierra Self Check Stations	License - Ter	6	Sierra Additional Self Check Stations		0.00	0.00
Sierra Subscription	License - Ter	1	Sierra Software Subscription		219,226.160	219,226.16
Unlimited Web OPAC user licenses	License - Ter	1	Unlimited Web OPAC user licenses	0.00	0.00	
Reports	License - Ter	1	Reports		0.00	0.00
Cataloging	License - Ter	1	Cataloging		0.00	0.00
OCLC Interactive Via the Network	License - Ter	1	OCLC Interactive Via the Network		0.00	0.00
Sierra Online Patron Registration	License - Ter	1	Online Patron Registration		0.00	0.00
File Transfer Software	License - Ter	1	File Transfer Software		0.00	0.00
Innovative Scheduler Subscription	License - Ter	1	Load Scheduler		0.00	0.00
Classic Fines Payment Web Service API	License - Ter	1	Fines Payment Web Service		0.00	0.00
Patron API (URL)	License - Ter	1	Patron API (URL)		0.00	0.00
Web OPAC Menus (Languages)	License - Ter	1	Web OPAC Menus	Languages: English	0.00	0.00
Web OPAC Menus (Languages)	License - Ter	1	Web OPAC Menus	Languages: English	0.00	0.00
(Languayes)					Page 4	of <b>28</b>



Innovative Interfaces Incorporated 1900 Powell St. Suite 400 Emeryville CA 94608 United States

# **Renewal Quote**

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Quote #

SO-INC30909

ltem	Item Categ	Qty	Description	Options	Rate	Amount
AirPAC/Mobile Encore	License - Ter	1	AirPAC/Mobile Encore		0.00	0.00
Z39.50 Client / Client Broadcast / Server	License - Ter	1	Z39.50 Client / Client Broadcast / Server		0.00	0.00
RSS FeedBuilder	License - Ter	1	RSS FeedBuilder		0.00	0.00
My Record Feeds	License - Ter	1	My Record Feeds		0.00	0.00
Decision Center Subscription	License - Ter	1	Decision Center Subscription		0.00	0.00
Kids Online	License - Ter	1	Kids Online		0.00	0.00
Community Reviews	License - Ter	1	Community Reviews		0.00	0.00
WebPAC Pro	License - Ter	1	WebPAC Pro		0.00	0.00
Spell Check	License - Ter	1	Spell Check	Languages: English	0.00	0.00
OPAC Export	License - Ter	1	OPAC Export		0.00	0.00
Circulation	License - Ter	1	Circulation		0.00	0.00
Reserve Book Room module	License - Ter	1	Reserve Book Room module		0.00	0.00
Circ Notices via E-Mail Option	License - Ter	1	Circ Notices via E-Mail Option		0.00	0.00
Sierra SMS Notifications - US ONLY	License - Ter	1	Sierra SMS Notifications - US & Canada - Subscription		0.00	0.00
Sierra Materials Booking	License - Ter	1	Sierra Materials Booking Subscription		0.00	0.00
Consortium Management Extensions	License - Ter	1	Consortium Management Extensions		0.00	0.00
Sierra Classic Collection Agency Subscription	License - Ter	1	Sierra Classic Collection Agency Subscription		0.00	0.00
Sierra Homebound Patron / Remote Patron	License - Ter	1	Sierra Homebound Patron / Remote Patron Subscription		0.00	0.00
eCommerce Integration for Self Check (Express Lane)	License - Ter	1	3rd Party eCommerce for Self Check (Express Lane)	Sierra eCommerce Options: Comprise	0.00	0.00
Circa Wireless Inventory	License - Ter	1	Circa Wireless Inventory (Barcode)		0.00	0.00
(Barcode)					Page 5	of <b>29</b>



Innovative Interfaces Incorporated 1900 Powell St. Suite 400 Emeryville CA 94608 United States

# **Renewal Quote**

Page 3 of 5

Quote #

SO-INC30909

ltem	Item Categ	Qty	Description	Options	Rate	Amount
Sierra Program Registration	License - Ter	1	Sierra Program Registration Subscription		0.00	0.00
Acquisitions	License - Ter	1	Acquisitions		0.00	0.00
Sierra EDI / EDIFACT Ordering & Invoicing	License - Ter	1	Sierra EDI / EDIFACT Ordering & Invoicing Subscription		0.00	0.00
Electronic Serials Invoicing	License - Ter	1	Electronic Serials Invoicing		0.00	0.00
Serials	License - Ter	1	Serials		0.00	0.00
Sierra Additional Acquisitions / Serials Units	License - Ter	83	Sierra Additional Acquisitions / Serials Unit Subscription		0.00	0.00
Output accounting information to another system	License - Ter	1	Output accounting information to another system		0.00	0.00
Sierra Quick Click Ordering	License - Ter	1	Sierra Quick Click Ordering Subscription		0.00	0.00
Electronic claiming of serial issues	License - Ter	1	Electronic claiming of serial issues		0.00	0.00
SISAC Checkin	License - Ter	1	SISAC Checkin		0.00	0.00
InterLibrary (ILL) Loan Module	License - Ter	1	InterLibrary (ILL) Loan Module		0.00	0.00
Advanced Keyword Index Method II	License - Ter	1	Advanced Keyword Index Method II		0.00	0.00
Scoping	License - Ter	1	Scoping		0.00	0.00
Authority Control Option	License - Ter	1	Authority Control Option		0.00	0.00
Automatic Authority Control Processing	License - Ter	1	Automatic Authorities Processing		0.00	0.00
Resequence attached records by location	License - Ter	1	Resequence attached records by location		0.00	0.00
Synchronize bibliographic locations	License - Ter	1	Synchronize bibliographic locations		0.00	0.00
Unlimited Data License	License - Ter	1	Unlimited Data License		0.00	0.00
Offline Circulation	License - Ter	1	Offline Circulation		0.00	0.00
					Page 6	of <b>20</b>



Innovative Interfaces Incorporated 1900 Powell St. Suite 400 Emeryville CA 94608 United States

# **Renewal Quote**

Page 4 of 5

Quote #

SO-INC30909

Item	Item Categ	Qty	Description	Options	Rate	Amount
Volume Level	License - Ter	1	Volume Level Holds		0.00	0.00
Holds						
Encore	License - Ter	1	Encore Subscription		0.00	0.00
Encore Language	License - Ter	1	Encore Language - Spanish	Encore Languages 1: English	0.00	0.00
Encore Language	License - Ter	1	Encore Language - Spanish	Encore Languages 1: English	0.00	0.00
Sierra Classic Collection Agency Subscription	License - Ter	1	Sierra Classic Collection Agency		0.00	0.00
Ecommerce	License - Ter	1	Ecommerce		0.00	0.00
Add Associate or Affiliate Library	License - Ter	1	Add Associate or Affiliate Library Subscription enables the library to license their Sierra system for use by an Additional Library or institution. A separate library to join an existing Innovative system and share the software. Additional user licenses, software, and peripherals must be purchased to support additional library needs.		1,055.70	1,055.70
Staff User Licenses	License - Ter	15	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.		327.79485	4,916.92
iTiva	License - Ter	1	i-Tiva for Sierra enables libraries to provide patrons with 24/7 account access via telephony, along with telephone notification options. Package includes i-Tiva from Talking Tech, and Dialogic Card for number of lines indicated with 3 year warranty	Incoming: 4 Outgoing: 8	14,361.5300	14,361.53
III ILS Integration Software	License - Ter	1	TNS/TRS API and/or SIP2 for ILS integration w/ iTiva or other third party Telephony solution NOTE: API and SIP2 accessible by telephony integration only		4,375.19000	4,375.19
Sierra Self Check Stations	License - Ter	1	Sierra Additional Self Check Station - Byron		1,229.00000	1,229.00
Sierra Self Check Stations	License - Ter	2	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,108.485	2,216.97
Staff User Licenses	License - Ter	60	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.		332.5455	19,952.73
Add Associate or Affiliate Library	License - Ter	8	Add Associate or Affiliate Library Subscription enables the library to license their Sierra system for use by an Additional Library or institution. A separate library to join an existing Innovative system and share the software. Additional user licenses, software, and peripherals must be purchased to support additional library needs.		1,108.485 Page 7	8,867.88 of <b>21</b>



Innovative Interfaces Incorporated 1900 Powell St. Suite 400 Emeryville CA 94608 United States

# **Renewal Quote**

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Quote #

SO-INC30909

ltem	Item Categ	Qty	Description	Options	Rate	Amount
Sierra Self Check Stations	License - Ter	5	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,163.91	5,819.55
Add Associate or Affiliate Library	License - Ter	1	Add Associate or Affiliate Library - Marseilles Public Library		561.83000004	561.83
Sierra Self Check Stations	License - Ter	1	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,108.49000	1,108.49
Sierra Cloud Hosting	License - Ter	1	Sierra Cloud Hosting Includes Cloud Hosting with Standard Backup for Sierra production only		44,243.9000	44,243.90
Encore Add On Hosting	License - Ter	1	Encore Cloud Hosting enables libraries to eliminate the overhead of maintaining a separate on premise server for Discovery. When Encore is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates.		8,427.41000	8,427.41
Sierra Training/Test Server Core	License - Ter	1	Additional cloud hosting environment for Sierra ILS Training or Test system - to support dedicated capacity for training or testing		24,285.3200	24,285.32
Sierra Self Check Stations	License - Ter	1	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,180.77999	1,180.78
Sierra Self Check Stations	License - Ter	1	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions. 1 July 2022 - 30 June 2023, Year 1 of 5.		1,180.77999	1,180.78
			Year 2: \$371,474.75 Year 3: \$378,904.24 Year 4: \$386,482.33 Year 5: \$392,933.86			

Total

US\$363,010.14

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES Notes: 1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software. 2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

#### Exhibit B Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

#### 1. Software License.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sublicensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons for member libraries and only in the ordinary course of business for the Client (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, member libraries, thirdparty auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software as may be increases by mutual agreement from time to time. If Client exceeds the stated number of Authorized Users, Client will pay the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the restrictions of Authorized Users.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Except to the extent that Client purchases Innovative's hosting service, additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

h. If, during the Term of this Agreement, Innovative discontinues any Software, then Innovative will deliver to Client notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and Client's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2. **Acceptance**. Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site or other mutually agreed upon method, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

### 3. Ownership.

All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all a. improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative, that Innovative incorporates into its products now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

### 4. Fees; Expenses; Payment Terms.

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is initially delivered to Client per Section 2; subsequent renewal invoices

will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. Fees for additional Third-Party Software, hardware and services are subject to change and will be quoted at the then current rate.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest pursuant to the Illinois Local Government Prompt Payment Act greater.

#### 5. **Limited Warranty**.

- a. Innovative warrants, solely for the benefit of Client, that:
  - i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
  - ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES

REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. EACH PARTIES TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF TWO TIMES ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST SAID PARTY. NEITHER PARTY WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST EACH PARTY IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

#### 7. Indemnification.

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

### 8. Confidentiality.

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential

information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute (such as the Illinois Freedom of Information Act), or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order or(iii) if such disclosure is made pursuant to the Illinois Freedom of Information Act.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

### 9. Term; Termination.

a. The term of the Agreement is set forth in the Pricing Exhibit to the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, to the extent permitted by law, each party must return or destroy all Confidential Information of the other party, as

requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software**. The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations**. Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities**. Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **Data Privacy**. Innovative follows industry standard privacy practices, available at <u>https://www.iii.com/services-privacy-policy/</u>.

14. **Security**. Innovative holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between Innovative and the Client. Innovative operates, manages and controls the components from the host operating system layer to the networking layer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by Innovative's hosting partner. The Client assumes shared responsibility and management of the Software. Client should take into consideration the Client Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. Innovative takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of Client's sensitive information.

#### 15. General.

a. <u>No Waiver</u>. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. <u>Independent Contractor</u>. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. <u>Force Majeure</u>. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. <u>Notice</u>. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. <u>Invalidity</u>. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. <u>Counterparts</u>. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. <u>Publicity</u>. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. <u>Assignment</u>. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. <u>Governing Language</u>. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. <u>Entire Agreement</u>. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including,

without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

#### Exhibit C Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support**. Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response**. Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

### 3. Error Reporting and Diagnosis.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical

consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

c. If the Client is hosting their Software, the Client must provide direct network internet access to the Software, including any firewalls. Innovative requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. **Complimentary and Chargeable Support**. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation**. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

#### Exhibit D Innovative Interfaces Incorporated Hosting Services Terms and Conditions

These Hosting Services Terms and Conditions ("Hosting Terms") apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

**1.** Hosting Services. The following terms apply for all purposes to Client's license to and use of the Software under the Agreement.

2. Hosting Solution. Innovative offers clients a standard cloud-based hosting option (the "Standard Plan"). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	$\checkmark$
Dedicated production environment	$\checkmark$
99.9% guaranteed infrastructure uptime**	$\checkmark$
Dedicated public IP address and custom URL	$\checkmark$
Operating system installation and management	$\checkmark$
Library software installation and upgrades	$\checkmark$
Data backups	Daily
Archive data backup retention	30 days

**3.** Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

## 4. Security Controls.

a. <u>Generally</u>. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Software.

**b.** <u>Network Systems Audit Logging</u>. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

c. <u>Network Monitoring</u>. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

**d.** <u>Audit and Security Testing</u>. Hosting Providers perform regular security audits and testing. Client's may not perform own audits of hosting providers.

e. <u>Information Security Auditing/Compliance</u>. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms.

f. \*\*The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

i. <u>Hours of operation/exclusive remedy for service unavailability</u>. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

**ii.** <u>Scheduled Downtime</u>. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.

#### Exhibit E Additional Products and Support Services

The following list of additional products and services shall expire at the end of the Sierra Subscription Year 5:

#### Additional Staff Users

Pricing: \$300 each per year

#### Additional Libraries

Regular/Standard Libraries:

• Innovative's standard pricing and services will apply when a regular library (i.e. onerequiring full or normal services) is added to the PRCAT system.

Small Libraries:

• Small libraries are defined as those that do not require the addition of Acquisitions/Serials units, data loading, full re-index of the keyword index, etc. and arelimited to a maximum of two scopes.

Pricing: \$1,000 per year, per library - software subscription, \$1,000 - scoping services

#### **Account Review**

PRCAT shall send to Innovative a current list of member libraries by April **1**<sup>st</sup> of each year. The list shall contain the following information: Library Name, Library Location, Number of Staff User Licenses, Use of Acquisitions Unit, Use of Serials Unit. PRCAT shall also provide Innovative with a list of libraries that have left PRCAT during the previous year.

Innovative shall provide an account credit for each departed library based on the total cost of the following items, times 12% (twelve percent): Additional Library license, Staff User licenses, Acquisitions Unit and Serials Unit.

The Account Review process shall begin in April 2018.

#### Encore Replacement

Upon Client acceptance of Vega Discover, as described in the Software-as-a-service (SAAS) Subscription Agreement dated October 5, 2021, Innovative will remove Client's Encore Hosting and Encore Training Hosting licenses and provide Client a pro-rated credit for those subscription licenses. This credit will be applied toward Client's purchase of Vega Discover.

#### Training Server Refreshes

Client may request as many training server refreshes as they need in a year at a price of no more than \$2,000 for Sierra alone or \$6,000 for Sierra and Encore. These will be ordered with a Statement of Work as needed.



Date: 4/27/2022

To: PrairieCat Delegates Assembly

From: Carolyn Coulter, Director

Re: FY23 draft budget

## **Executive Summary:**

Below is the draft budget for FY23. This budget includes a 2% staff salary increase (COLA), 1% merit increase, 3% increases to Union List member costs, 3% increases to per library charges and capital reserves for fully participating and basic online members, and a 5% increase in hosting charges for fully participating and basic online members. This budget reflects the RAILS grant for FY23 in the amount of \$564,277. This budget also reflects costs associated with the new five-year Innovative contract. The new contract terms will reduce our annual inflationary percentile of increase to 2% (currently 3.5%) in FY23 and beyond, as well as minimize costs associated with FY23 ILS costs due to co-terming some services. Savings from co-terming is reflected in the ILS costs in this budget. The contract includes costs for Encore hosting of our production server, however this charge is not included in the budget, since I have included Vega Discovery costs in this budget. After Vega Discovery is accepted and brought live as our principal discovery solution, those hosting costs will be dropped, so the amount will be covered. This is noted in the Exhibit E. I have incorporated slight increases over the previous year to in-state and out-of-state travel, as I believe this may come back with the dissipation of COVID in the coming year. Per advice from our accountant, I have included a slight increase to interest revenue.

## **Detailed description:**

Attached you will find the FY23 draft budget.

- A 2% staff salary increase for all staff is included. A 1% merit increase for staff is also included, per instructions from the Administrative Council.
- Union listing fees have been raised 3%, from \$906 to \$933
- The per-library fee for both fully participating and basic online circulating members has been increased. The FY22 levels were \$3215 FP/\$2250 BO. A 3% increase was added to the FP cost and the BO also adjusted, to bring the new per library charge to \$3311 FP/\$2318 BO.
- Capital reserves costs were also adjusted up 3%.
- Hosting fees were adjusted up 5%, as the Finance Committee desires to recoup this cost in the fee formula. If we sign the proposed Innovative contract and eliminate our hosting fees associated with our Encore servers, this will stabilize and we hope to reduce the increase by only 2% in future years.

220 W. 23<sup>rd</sup> Avenue Coal Valley, IL 61240 (877) 542-7257 http://support.prairiecat.info

- This budget reflects a slight increased amount for Delegates Assembly and Administrative Council, both of which may be held in person for much of FY23.
- A major reduction to PUG Day is reflected, with the assumption that the conference will be held online again in FY23.
- Increases to insurance that we experienced in FY22 are reflected. This budget also includes short term disability insurance. In FY23 we will eliminate long term disability from our plan, as this is offered through IMRF after employees have been in IMRF for 1 year with the employer.
- This budget assumes a 9% increase to healthcare premiums in FY23.
- Increases in Computers, software and supplies includes the necessary upgrade to our support website, as well as redesign costs of that website.
- A second 5310 expense line has been added to reflect costs associated with IT migration from RAILS infrastructure, including software and equipment such as email, phones, domain infrastructure, and telecommunications equipment. As per previous discussion, these costs will be taken from existing capital reserves funds. The budget therefore shows a deficit of \$65,000 from capital reserves. These costs are very rough at present, as planning for this activity is just beginning.
- The budget that reflects that IMRF level funded our rate for 2022 at 14.02% employer retirement contribution and assumes that will continue for IMRF into 2023.

Below, please find the attached draft budget detail, Appendix A and Union List charges.

		FY23 budget 2% staff increase 2022	0323		
FY23			Percentage of revenues or Expenditures		
w/2% incre	ase				
0 reserve					
REVENUES			Percentage of Revenues		
	2,000.00 F	RAILS CE grant for PUG Day	0.11%		
	,	RAILS CE grant for PUG Day RAILS award (FY20) \$559,731.16; (FY21): \$533,080.90;			
4051 Revenue from LLSAP RAILS grant \$56	,277.00	(FY22) \$559,218; (FY23) \$564,277;	30.78%		
		from spreadsheet annual UL billing to BR (add 3% FY23)	1.59%		
	,558.92		57.79%		
		FY23 reduced due to marengo joining	0.39%		
4065 Cataloging Revenue	\$0.00		0.00%		
4066 Continuing Education Revenue	\$0.00		0.00%		
		add 3% FY23	3.00%		
	5,919.00 a	add 3% FY23	0.40%		
		reimburse for express lane and marc report	1.05%		
4071 Reimbursements - Hosting fee \$4	5,960.00 <sup>5</sup>	5% increase	2.42%		
4073 Reimbursements - PUG Day/DA Fee	\$0 F	PUG Day lunch reimbursement	0.00%		
4072 Reimbursements - eRead Illinois	\$0.00		0.00%		
4074 Reimbursements - Capria mobile app \$3	,500.00 r	mobile app reimbursement	2.18%		
4080 Investment Income		in an an alightly due to superior interaction to bit of	0.250		
		increased slightly due to upcoming interest rate hikes	0.25%		
4090 Other Revenue	.,000.00		0.06%		
	141.00				
TOTAL REVENUE \$1,87	,141.92		100.00%		
EXPENDITURES			Percentage of Expenditures		
5131 eResources - eRead Illinois	\$0.00				
	\$0.00		0.00%		
5010 other professionals \$63	,470.00	2%	34.54%		
5010 other professionals merit \$	6,253.00	1%			
				1	
				1	
				1	
5020 support services \$13	3,500.00	2%	7.22%	1	
				1	
				1	
				1	
5020 support services merit	,305.00	1%		1	
	,	- / ·			
				1	
5030 Payroll taxes, SS taxes, fringe benefits \$5	3,872.00		3.19%		
				1	
				1	
				1	
5030 Payroll taxes, SS taxes, fringe benefits Merit	\$578.00				
	\$,500.00		0.19%	1	
	.,629.10		0.19%		
5050 worker's compensation insurance     \$       5060 Retirement benefits     \$10	,023.10	14.02% employer contribution	6.32%		
	.,060.00		0.32%		
	.,000.00				
				1	
		Disability included, 10/9% increase July-Dec, 9% increase			
				1	1
		Jan-June , 5% increase (disability: \$3802.98 for ST. LT			
5070 Health, Dental, Life, Disability \$15		included in IMRF)	7.66%		

	FY23 budget 2% staff increase 2022	0323					
	FY23	Percentage of revenues or Expenditures					
	w/2% increase						
5080 other fringe benefits	\$1,000.00 wellness plan, retirement gifts	0.06%					
5083 Tuition reimbursements	\$500.00	0.03%					
5084 Staff professional memberships	\$1,000.00 individual memberships to orgs	0.06%					
5160 Property Insurance	\$2,500.00 Inland Marine Insurance (\$1,600.00)	0.09%					
5200 Fuel	\$2,000.00	0.11%					
		0.117,0					
	Maintenance of vehicles, tires, replacement of vehicle parts,						
5210 Repairs and maintenance	\$2,000.00 vehicle repairs, vehicle cleaning, and oil changes	0.17%					
5220 Vehicle Insurance	\$2,500.00 auto: \$2263	0.14%					
5230 Vehicle leasing and rent	\$500.00	0.03%					
5240 Other vehicle expenses	\$750.00 Ipasses, driver's license checks	0.04%					
		0.0470					
5250 In-State Travel	\$5,000.00 reduced due to prior years expenditures	0.28%					
5260 Out-of-State Travel	\$6,000.00 ALA, ILA, IUG, DirectorLink (virtual)	0.39%	less 3K/ala cancelled				
		0.35%					
	DA (\$4,000), AC (\$3,000), Staff Conferences (\$1,000),						
5270 Registration & Meetings, Other fees	\$9,000.00 training registration (\$1000)	0.39%	less 1K staff conf., 1K training				
5280 Conferences and Continuing Education Meetings	\$5,000.00 PUG day virtual, no other meetings	0.28%	eliminate PUG day FY22 (all online)				
		0.2070					
5290 Public Relations	\$500.00	0.03%					
	D and O: \$3,551; Cyber: \$1140 ; General Liability: \$798, property: 844;						
5300 Liability Insurance	\$7,500.00 surety bond: \$1000	0.36%					
5310 Computer, Software & Supplies	\$47,000.00 LMS \$5000; certs, \$2,000, website upgrade and redesign (\$40,000)	0.55%					
	From Capital Reserves for additional IT migration costs,						
	NetNotify; zoom/phone/windows 365 (email, shared						
5310 Computer, Software & Supplies	\$65,000.00 storage, apps); laptop hardware, domain servers		Will come out of Capital reserves				
5320 General Office Supplies and Equipment	\$200.00	0.01%					
5380 Telephone & Telecommunications	\$4,300.00 reimburse telco working from home	0.00%					
5400 Equipment Repair & Maintenance Agreements	\$3,000.00 maintenance on training servers, FW maintenance	0.17%					
5410 Legal	\$7,000.00 reduced due to prior years expenditures	0.55%				+	
5420 Accounting	\$7,000.00 Audit contract (5K), actuary for retiree benefits study (2K)	0.28%	4 4			+	
5430 Consulting	\$2,500.00 RS summit (2.5K)	0.14%					
	\$5,600 +\$200 for ACA *3.8% FY21 increase, 3.8% increase						
5435 Payroll services fees	\$6,500.00 FY23	0.35%					
	Innovative software maintenance, VEGA Discover,						
5450 Information Service Costs	\$523,693.90 MARCIVE, OCLC fees (see info services spreadsheet)	28.44%					
		20111/0	I	LI	I	I	

		EV22		Deveentege of veryoning or Expenditures	гт	T	
		FY23		Percentage of revenues or Expenditures	┟────┼		
					<b>└───</b>		
		w/2% increase					
			special projects-Capira mobile app (reimbursed by				
5450	Information Service Costs	\$34,500.00	participants)	2.19%			
5470	Outside Printing services	\$2,000.00		0.06%			
			innovative hosting (68,529), web server hosting and				
5480	Other Contractual Services	\$75,529.00	maintenance (\$6,000), other contracts (1K)	5.08%			
5490	Depreciation	\$4,897.00	depreciation on cars	0.27%			
			IUG (\$200), WIIUG (\$100), Mgmt assoc (\$1,040), ARSL				
5500	Professional Association Membership Dues		(\$150), ILA (\$200)	0.11%			
5510	Miscellaneous	\$500.00		0.14%			
5520	Miscellaneous - E-Commerce Fees	\$5,500.00	reduced due to prior years expenditures	0.30%			
	TOTAL EXPENDITURES	\$1,945,038.92					
	TOTAL EXPENDITURES LESS DEPRECIATION	\$1,940,141.92		100.27%			
	Exclusion of Depreciation from Cash Expenditures						
	Change in net position	-\$69,897.00					
	To Capital Reserves (Overage)	-\$65,000.00					

Fully Participating & Basic Online Library Fees, July 2022 to June 2023 - 2% wage increase		\$1,106,559												
CIRC FORMULA - balance divided by 3		\$264,769.64	/	4,799,285	Circs	=	\$0.05517							
USER FORMULA - balance divided by 3		\$264,769.64	/	386,060	Users	=	\$0.68582							
ITEMS FORMULA - balance divided by 3		\$264,769.64	/	4,817,781	Items	=	\$0.05496							
LIBRARY FORMULA - \$3311 for FP; \$2318 for basic		\$312,250.00	/	98	Libraries		\$312,250.00							
Capital Reserve: \$608 for FP; \$426 for Basic Hosting fee: \$499 for FP; \$352 for Basic	FY22	Per		Per		Per	Per	CR	Hosting Fee	FY23	\$	%		
								UN	nosting ree		Ψ			Difference of
Library	total fees Circs	Circ chg	Users	user chg	Items	item charge	library	Contribution		total fees	Inc/Dec	Inc/Dec	Actual	round up & actual
Andalusia TL (AN) Bertolet ML (BM)	\$4,257.00 6,187 \$4,492.00 11,061	\$341.35 \$610.24	441 350	\$302.68 \$240.04	12,305 13,623	\$676.22 \$748.69	\$2,318.00 \$2,318.00	\$426.00 \$426.00	\$352.00 \$352.00	\$4,416.00 \$4,695.00	\$159.00 \$203.00	3.74% 4.52%	\$4,416.25 \$4,694.97	(\$0.25) \$0.03
Bourbonnais PL (BD)	\$16,598.00 94,085	\$5,190.53	8,436	\$5,785.39	37,117	\$2,039.85	\$3,328.00	\$608.00	\$499.00	\$17,451.00	\$203.00	5.14%	\$17,450.77	\$0.03
Bradley PL (BR)	\$12,659.00 54,232	\$2,991.92	4,525	\$3,103.58	45,925	\$2,523.91	\$3,311.00	\$608.00	\$499.00	\$13,037.00	\$378.00	2.99%	\$13,037.41	(\$0.41)
Byron PLD (BY)	\$13,596.00 64,475	\$3,556.97	3,900	\$2,674.49	61,655	\$3,388.34	\$3,311.00	\$608.00	\$499.00	\$14,038.00	\$442.00	3.25%	\$14,037.80	\$0.20
Charles B. Phillips PL (Newark) (CP)	\$6,699.00 18,297	\$1,009.40	795	\$545.00	19,429	\$1,067.74	\$3,311.00	\$608.00	\$499.00	\$7,040.00	\$341.00	5.09%	\$7,040.14	(\$0.14)
Cherry Valley PL (CH) Clinton Township PLD (CT)	\$17,779.00 124,527 \$6,537.00 17,914	\$6,869.98 \$988.29	4,141 707	\$2,840.23 \$484.88	78,842	\$4,332.92 \$885.13	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$18,461.00 \$6,776.00	\$682.00 \$239.00	3.84% 3.66%	\$18,461.12 \$6,776.30	(\$0.12) (\$0.30)
Coal City PL (CC)	\$15,633.00 88,489	\$4,881.79	4,786	\$3,282.36	71,141	\$3,909.68	\$3,311.00	\$608.00	\$499.00	\$16,492.00	\$859.00	5.49%	\$16,491.83	\$0.17
Colona District Library (CL)	\$8,866.00 27,825	\$1,535.05	2,502	\$1,716.16	25,354	\$1,393.37	\$3,311.00	\$608.00	\$499.00	\$9,063.00	\$197.00	2.22%	\$9,062.58	\$0.42
Cordova PL (CO)	\$6,216.00 11,514	\$635.21	444	\$304.51	17,953	\$986.62	\$3,311.00	\$608.00	\$499.00	\$6,344.00	\$128.00	2.06%	\$6,344.34	(\$0.34)
Cortland PL (CN)	\$8,810.00 41,303 \$4,263.00 6,164	\$2,278.63 \$340.06	1,147 302	\$786.64 \$207.12	29,229 14,975	\$1,606.33 \$823.00	\$3,311.00 \$2,318.00	\$608.00 \$426.00	\$499.00 \$352.00	\$9,090.00 \$4,466.00	\$280.00 \$203.00	3.18% 4.76%	\$9,089.60 \$4,466.17	\$0.40 (\$0.17)
Creston-Dement PL (CR) DeKalb PL (DK)	\$4,263.00 6,164	\$340.06	302 18,177	\$207.12 \$12,466.46	14,975	\$823.00	\$2,318.00 \$3,311.00	\$426.00	\$352.00	\$4,466.00 \$35,255.00	\$203.00	4.76%	\$4,466.17 \$35,254.96	(\$0.17) \$0.04
Earlville PL (EA)	\$5,126.00 14,267	\$787.07	871	\$597.12	16,118	\$885.79	\$2,318.00	\$426.00	\$352.00	\$5,366.00	\$240.00	4.68%	\$5,365.99	\$0.04
East Dubuque PL (EP)	\$7,413.00 20,244	\$1,116.81	1,193	\$818.42	23,243	\$1,277.34	\$3,311.00	\$608.00	\$499.00	\$7,631.00	\$218.00	2.94%	\$7,630.57	\$0.43
East Moline PL (EM)	\$16,662.00 72,197	\$3,982.99	6,684	\$4,583.82	67,954	\$3,734.55	\$3,311.00	\$608.00	\$499.00	\$16,719.00	\$57.00	0.34%	\$16,719.36	(\$0.36)
Elizabeth TL (EL) Ella Johnson Memorial PL (EJ)	\$5,559.00 6,441 \$17,155.00 90,441	\$355.36 \$4,989.50	376 7,651	\$258.10 \$5,247.24	<u>12,937</u> 59,358	\$710.98 \$3,262.11	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$5,742.00 \$17,917.00	\$183.00 \$762.00	3.29% 4.44%	\$5,742.43 \$17,916.85	(\$0.43) \$0.15
Erie PL (ER)	\$17,133.00 90,441 \$6,651.00 10,534	\$581.15	7,031	\$539.74	24,522	\$1,347.67	\$3,311.00	\$608.00	\$499.00	\$6,887.00	\$236.00	3.55%	\$6,886.56	\$0.13
Flagg-Rochelle PLD (FL)	\$11,516.00 35,559	\$1,961.76	4,137	\$2,837.26	45,833	\$2,518.85	\$3,311.00	\$608.00	\$499.00	\$11,736.00	\$220.00	1.91%	\$11,735.86	\$0.14
Fossil Ridge PL (Braidwood) (FR)	\$12,444.00 50,756	\$2,800.14	4,759	\$3,264.07	43,361	\$2,382.98	\$3,311.00	\$608.00	\$499.00	\$12,865.00	\$421.00	3.38%	\$12,865.18	(\$0.18)
Franklin Grove PLD (FG)	\$6,018.00 8,586	\$473.70	441	\$302.45	17,645	\$969.71	\$3,311.00	\$608.00	\$499.00	\$6,164.00	\$146.00		\$6,163.86	\$0.14
Freeport PLD (FP) Galena PLD (GA)	\$23,527.00 102,409 \$8,446.00 34,380	\$5,649.76 \$1,896.68	10,157 1,621	\$6,965.92 \$1,111.49	<u>125,888</u> 24,510	\$6,918.42 \$1,347.01	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$23,952.00 \$8,773.00	\$425.00 \$327.00	1.81% 3.87%	\$23,952.09 \$8,773.18	(\$0.09) (\$0.18)
Geneseo PL (GP)	\$14,815.00 64,944	\$3,582.87	4,808	\$3,297.22	73,841	\$4,058.04	\$3,311.00	\$608.00	\$499.00	\$15,356.00	\$541.00	3.65%	\$15,356.13	(\$0.13)
Genoa PL (GE)	\$8,292.00 26,300	\$1,450.93	1,679	\$1,151.73	23,921	\$1,314.64	\$3,311.00	\$608.00	\$499.00	\$8,335.00	\$43.00	0.52%	\$8,335.30	(\$0.30)
Grant Park PL (GR)	\$3,738.00 3,112	\$171.67	257	\$176.26	9,323	\$512.38	\$2,318.00	\$426.00	\$352.00	\$3,956.00	\$218.00	5.83%	\$3,956.30	(\$0.30)
Graves-Hume PL (Mendota) (GV) Hanover TL (HN)	\$9,165.00 30,520 \$4,158.00 5,931	\$1,683.74 \$327.20	2,286 354	\$1,568.02 \$243.01	36,059 10,695	\$1,981.67 \$587.78	\$3,311.00 \$2,318.00	\$608.00 \$426.00	\$499.00 \$352.00	\$9,651.00 \$4,254.00	\$486.00 \$96.00	5.30% 2.31%	\$9,651.44 \$4,254.00	(\$0.44) \$0.00
Harvard Diggins PL (HR)	\$10,941.00 \$6,076	\$1,990.24	3,842	\$2,635.17	50,099	\$2,753.26	\$2,318.00	\$608.00	\$499.00	\$11,797.00	\$90.00	7.82%	\$11,796.67	\$0.00
Henry C Adams ML (HE)	\$4,488.00 5,677	\$313.21	678	\$465.22	14,250	\$783.15	\$2,318.00	\$426.00	\$352.00	\$4,658.00	\$170.00	3.79%	\$4,657.58	\$0.42
Highland Community College (HC)	\$8,462.00 6,006	\$331.32	1,611	\$1,104.63	50,786	\$2,791.03	\$3,311.00	\$608.00	\$499.00	\$8,645.00	\$183.00	2.16%	\$8,644.99	\$0.01
Hinckley PLD (HK)	\$5,593.00 20,789	\$1,146.88	1,026	\$703.88	19,541	\$1,073.93	\$3,311.00	\$608.00	\$499.00	\$7,343.00	\$1,750.00	31.29%	\$7,342.69	\$0.31
Homer PL (HD) Ida PL (Belvedere) (BL)	\$24,915.00 125,698 \$20,448.00 97,732	\$6,934.58 \$5,391.73	14,082 9,951	\$9,658.01 \$6,824.87	98,353 75,168	\$5,405.16 \$4,130.99	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$26,416.00 \$20,766.00	\$1,501.00 \$318.00	6.02% 1.56%	\$26,415.75 \$20,765.59	\$0.25 \$0.41
Johnsburg PL (JO)	\$12,725.00 39,624	\$2,186.00		\$2,745.81	52,141	\$2,865.50	\$3,311.00	\$608.00	\$499.00	\$12,215.00	-\$510.00		\$12,215.31	(\$0.31)
Joliet Township HS (JC)	\$11,416.00 11,740	\$647.66	8,122	\$5,570.27	23,633	\$1,298.77	\$3,311.00	\$608.00	\$499.00	\$11,935.00	\$519.00	4.55%		\$0.30
Julia Hull PL (Stillman Valley) (JH)	\$9,286.00 36,632	\$2,020.95	2,195	\$1,505.61	31,399	\$1,725.59	\$3,311.00	\$608.00	\$499.00	\$9,670.00	\$384.00	4.14%	\$9,670.15	(\$0.15)
Kankakee PL (KK) LaSalle PL (LS)	\$18,758.00 60,971 \$12,106.00 35,335	\$3,363.70 \$1,949.36	8,872 2,867	\$6,084.41 \$1,966.26	<u>89,851</u> 66,895	\$4,937.92 \$3,676.35	\$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$18,804.00 \$12,010.00	\$46.00 -\$96.00	0.25%	\$18,804.03 \$12,009.97	(\$0.03) \$0.03
Lena CL (LE)	\$7,034.00 16,688	\$920.63	854	\$585.47	18,543	\$1,019.08	\$3,311.00 \$3,311.00	\$608.00	\$499.00	\$6,943.00	-\$90.00	-1.29%	\$6,943.18	(\$0.18)
Limestone PL (LI)	\$7,384.00 16,467	\$908.48	1,542	\$1,057.77	23,670	\$1,300.81	\$3,311.00	\$608.00	\$499.00	\$7,685.00	\$301.00	4.08%	\$7,685.06	(\$0.06)
Lostant Community Public	\$0.00 1,298	\$71.61	154	\$105.62	10,952	\$601.89	\$2,318.00	\$426.00	\$352.00	\$3,875.00	\$3,875.00		\$3,875.11	(\$0.11)
Malta Township PL (ML)	\$5,816.00 7,849	\$433.04	563	\$386.12	14,068	\$773.11	\$3,311.00	\$608.00	\$499.00	\$6,010.00	\$194.00	3.34%	\$6,010.27	(\$0.27)
Manhattan PL (MT) Manteno PL (MN)	\$14,330.00 77,438 \$13,929.00 58,409	\$4,272.16 \$3,222.32	5,818 4,641	\$3,989.90 \$3,182.68	54,563 66,384	\$2,998.59 \$3,648.23	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$15,679.00 \$14,471.00	\$1,349.00 \$542.00	9.41% 3.89%	\$15,678.65 \$14,471.24	\$0.35 (\$0.24)
Maple Park PL (MP)	\$5,419.00 3,096	\$170.82	401	\$274.79	12,744	\$700.39	\$3,311.00	\$608.00	\$499.00	\$5,564.00	\$145.00		\$5,563.99	\$0.01
Marengo-Union	\$14,200.00 84,358	\$4,653.91	4,442	\$3,046.43	61,438	\$3,376.43	\$3,311.00	\$608.00	\$499.00	\$15,495.00	\$1,295.00	9.12%	\$15,494.78	\$0.22
Marseilles PL (MB)	\$5,296.00 12,472	\$688.04	786	\$539.29	21,606	\$1,187.41	\$2,318.00	\$426.00	\$352.00	\$5,511.00	\$215.00		\$5,510.74	\$0.26
Meridian Schools (Stillman Valley) (MS) Mokena PL (MK)	\$9,176.00 31,825 \$19,292.00 98,162	\$1,755.74 \$5,415.47	1,898 7,589	\$1,301.47 \$5,204.49	37,813 90,038	\$2,078.08 \$4,948.20	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$9,553.00 \$19,986.00	\$377.00 \$694.00		\$9,553.29 \$19,986.17	(\$0.29) (\$0.17)
Mokena PL (MK) Moline PL (MX)	\$19,292.00 98,162 \$35,440.00 187,383	\$5,415.47		\$5,204.49	189,242	\$10,400.11	\$3,311.00	\$608.00	\$499.00	\$19,986.00	\$694.00		\$19,986.17 \$37,258.52	(\$0.17) \$0.48
Morris Area PL (MR)	\$15,932.00 75,026	\$4,139.09	6,583	\$4,514.55	51,839	\$2,848.89	\$3,311.00	\$608.00	\$499.00	\$15,921.00	-\$11.00			\$0.47
Mt. Morris PL (MM)	\$6,011.00 16,767	\$925.01	992	\$680.34	25,595	\$1,406.60	\$2,318.00	\$426.00	\$352.00	\$6,108.00	\$97.00		\$6,107.95	\$0.05
New Lenox PL (NL)	\$30,887.00 191,917	\$10,587.78	14,475	\$9,927.08	134,773	\$7,406.69	\$3,311.00	\$608.00	\$499.00	\$32,340.00	\$1,453.00			\$0.45
Nippersink PL (KR) North Suburban LD (LP)	\$11,794.00 45,094 \$52,403.00 310,107	\$2,487.79 \$17,108.16	3,797 26,020	\$2,603.85 \$17,845.15	49,912 296,417	\$2,742.98 \$16,290.14	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$12,253.00 \$55,661.00	\$459.00 \$3,258.00	3.89% 6.22%	\$12,252.62 \$55,661.45	\$0.38 (\$0.45)
Odell PL (OD)	\$8,489.00 22,603	\$1,246.97	1,511	\$1,036.05	35,222	\$1,935.71	\$3,311.00	\$608.00	\$499.00	\$8,637.00	\$148.00			\$0.27
Oglesby PL (ÓG)	\$7,340.00 18,109	\$999.03	1,348	\$924.26	18,586	\$1,021.43	\$3,311.00	\$608.00	\$499.00	\$7,363.00	\$23.00	0.31%	\$7,362.72	\$0.28
Oregon PLD (OR)	\$8,343.00 30,913	\$1,705.43	2,014	\$1,381.25	20,988	\$1,153.43	\$3,311.00	\$608.00	\$499.00	\$8,658.00	\$315.00			(\$0.11)
Pearl City PLD (PP) Pecatonica PL (PT)	\$5,601.00 6,491 \$7,171.00 21,800	\$358.12 \$1,202.66	490 1,383	\$336.05 \$948.27	<u>12,753</u> 16,927	\$700.88 \$930.25	\$3,311.00 \$3,311.00	\$608.00 \$608.00	\$499.00 \$499.00	\$5,813.00 \$7,499.00	\$212.00 \$328.00			(\$0.05) (\$0.18)
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#### Appendix A FY23 ROUNDED 20220419

Peru PL (PU)	\$11,434.00	56,363	\$3,109.47	3,107	\$2,131.09	41,640	\$2,288,40	\$3,311.00	\$608.00	\$499.00	\$11,947.00	\$513.00	4.49% \$11.946.95	\$0.05
Plano Community PL (PD)	\$11,454.00	63,168	\$3,484.91	5,733	\$3,931.60	56,594	\$3,110.20	\$3,311.00	\$608.00	\$499.00	\$14,945.00	\$369.00	2.53% \$14.944.71	\$0.29
Plano CUSD (PX)	\$10,931.00	34,404	\$1,898.04	2,755	\$1,889.68	47,818	\$2,627.90	\$3,311.00	\$608.00	\$499.00	\$10,834.00	-\$97.00	-0.89% \$10.833.62	\$0.38
Polo PLD (PO)	\$5,421.00	14,055	\$775.41	1,429	\$979.81	14,992	\$823.91	\$2,318.00	\$426.00	\$352.00	\$5,675.00	\$254.00	4.69% \$5.675.14	(\$0.14)
Princeton PL (PR)	\$12,643.00	40,675	\$2,243.96	3,423	\$2,347.81	74,520	\$4,095.38	\$3,311.00	\$608.00	\$499.00	\$13,105.00	\$462.00	3.65% \$13,105.15	(\$0.15)
Princeton Township HS (PF)	\$3,986.00	3,213	\$177.24	706	\$483.96	7,307	\$401.55	\$2,318.00	\$426.00	\$352.00	\$4,159.00	\$173.00	4.34% \$4,158.75	\$0.25
Prophetstown-Lyndon-Tampico Schools (TW)	\$5,813.00	18,232	\$1,005.85	1,039	\$712.80	23,077	\$1,268.26	\$2,318.00	\$426.00	\$352.00	\$6,083.00	\$270.00	4.64% \$6,082.91	\$0.09
Putnam County Schools (UC)	\$5,342.00	3,924	\$216.50	545	\$373.55	10,206	\$560.91	\$3,311.00	\$608.00	\$499.00	\$5,569.00	\$227.00	4.25% \$5,568.95	\$0.05
Putnam County PL (UE)	\$8,827.00	30,475	\$1,681.28	1,583	\$1,085.66	36,464	\$2,003.93	\$3,311.00	\$608.00	\$499.00	\$9,189.00	\$362.00	4.10% \$9,188.87	\$0.13
Reddick PL (Ottawa) (RL)	\$18,331.00	111,663	\$6,160.31	6,450	\$4,423.57	63,481	\$3,488.69	\$3,311.00	\$608.00	\$499.00	\$18,491.00	\$160.00	0.87% \$18.490.57	\$0.43
Richard A Mautino PL (MA)	\$6,970.00	21,992	\$1,213.25	1,425	\$977.30	34,264	\$1,883.02	\$2,318.00	\$426.00	\$352.00	\$7,170.00	\$200.00	2.87% \$7,169.57	\$0.43
River Valley DL (RD)	\$10,201.00	50,530	\$2,787.67	1,833	\$1,257.12	41,777	\$2,295.91	\$3,311.00	\$608.00	\$499.00	\$10,759.00	\$558.00	5.47% \$10,758.69	\$0.31
Robert R Jones DL (CV)	\$9,655.00	23,656	\$1,305.05	2,814	\$1,929.68	42,865	\$2,355.72	\$3,311.00	\$608.00	\$499.00	\$10,008.00	\$353.00	3.66% \$10,008.45	(\$0.45)
Robert Rowe PL (Sheridan) (RO)	\$6,448.00	11,765	\$649.06	1,028	\$705.26	17,021	\$935.44	\$3,311.00	\$608.00	\$499.00	\$6,708.00	\$260.00	4.03% \$6,707.75	\$0.25
Rock Island PL (RP)	\$31,875.00	161,566	\$8,913.36	15,444	\$10,591.87	141,780	\$7,791.79	\$3,311.00	\$608.00	\$499.00	\$31,715.00	-\$160.00	-0.50% \$31,715.03	(\$0.03)
Rockford University (RU)	\$12,173.00	1,834	\$101.20	1,673	\$1,147.16	135,130	\$7,426.29	\$3,311.00	\$608.00	\$499.00	\$13,093.00	\$920.00	7.56% \$13,092.64	\$0.36
Sandwich PLD (SA)	\$10,136.00	33,010	\$1,821.13	3,095	\$2,122.40	38,690	\$2,126.26	\$3,311.00	\$608.00	\$499.00	\$10,488.00	\$352.00	3.47% \$10,487.79	\$0.21
Schmaling ML (SC)	\$5,889.00	17,245	\$951.40	1,128	\$773.38	25,078	\$1,378.19	\$2,318.00	\$426.00	\$352.00	\$6,199.00	\$310.00	5.26% \$6,198.97	\$0.03
Seneca PL (SE)	\$10,182.00	17,859	\$985.27	1,833	\$1,257.12	69,037	\$3,794.03	\$3,311.00	\$608.00	\$499.00	\$10,454.00	\$272.00	2.67% \$10,454.42	(\$0.42)
Serena Schools (CF)	\$4,761.00	9,188	\$506.87	706	\$484.19	16,214	\$891.09	\$2,318.00	\$426.00	\$352.00	\$4,978.00	\$217.00	4.56% \$4,978.15	(\$0.15)
Sherrard PL (SD)	\$8,451.00	30,824	\$1,700.50	1,607	\$1,102.12	30,422	\$1,671.89	\$3,311.00	\$608.00	\$499.00	\$8,893.00	\$442.00	5.23% \$8,892.51	\$0.49
Silvis PL (SL)	\$9,506.00	32,048	\$1,768.04	3,177	\$2,179.09	23,555	\$1,294.52	\$3,311.00	\$608.00	\$499.00	\$9,660.00	\$154.00	1.62% \$9,659.66	\$0.34
Somonauk PL (SN)	\$11,610.00	47,801	\$2,637.09	3,682	\$2,525.43	45,370	\$2,493.37	\$3,311.00	\$608.00	\$499.00	\$12,074.00	\$464.00	4.00% \$12,073.90	\$0.10
South Beloit PLD (SB)	\$7,545.00	19,947	\$1,100.45	1,680	\$1,152.19	19,171	\$1,053.59	\$3,311.00	\$608.00	\$499.00	\$7,724.00	\$179.00	2.37% \$7,724.23	(\$0.23)
Stockton TL (SK)	\$5,016.00	12,328	\$680.12	580	\$397.55	19,163	\$1,053.14	\$2,318.00	\$426.00	\$352.00	\$5,227.00	\$211.00	4.21% \$5,226.80	\$0.20
Streator PL (SR)	\$10,068.00	27,313	\$1,506.82	2,807	\$1,925.11	42,137	\$2,315.71	\$3,311.00	\$608.00	\$499.00	\$10,166.00	\$98.00	0.97% \$10,165.64	\$0.36
Sycamore PL (SY)	\$21,002.00	152,347	\$8,404.76	6,724	\$4,611.48	85,194	\$4,681.97	\$3,311.00	\$608.00	\$499.00	\$22,116.00	\$1,114.00	5.30% \$22,116.22	(\$0.22)
Talcott Free PL (TF)	\$12,455.00	53,606	\$2,957.37	3,905	\$2,678.14	53,993	\$2,967.30	\$3,311.00	\$608.00	\$499.00	\$13,021.00	\$566.00	4.54% \$13,020.81	\$0.19
Three Rivers PL (Channahon/Minooka) (TC)	\$21,595.00	123,744	\$6,826.80	9,458	\$6,486.53	84,926	\$4,667.28	\$3,311.00	\$608.00	\$499.00	\$22,399.00	\$804.00	3.72% \$22,398.60	\$0.40
United Township HS (E. Moline) (UT)	\$8,697.00	13,636	\$752.30	2,662	\$1,825.66	37,103	\$2,039.06	\$3,311.00	\$608.00	\$499.00	\$9,035.00	\$338.00	3.89% \$9,035.02	(\$0.02)
Walnut PLD (WA)	\$4,721.00	5,841	\$322.24	421	\$288.96	19,225	\$1,056.54	\$2,318.00	\$426.00	\$352.00	\$4,764.00	\$43.00	0.91% \$4,763.74	\$0.26
Warren Township PL (WR)	\$4,312.00	8,430	\$465.07	419	\$287.13	12,453	\$684.38	\$2,318.00	\$426.00	\$352.00	\$4,533.00	\$221.00	5.13% \$4,532.58	\$0.42
Western Dist PL (Orion) (WD)	\$7,301.00	18,981	\$1,047.17	1,476	\$1,012.05	17,937	\$985.76	\$3,311.00	\$608.00	\$499.00	\$7,463.00	\$162.00	2.22% \$7,462.98	\$0.02
Wilmington PL (WL)	\$12,436.00	57,265	\$3,159.25	3,881	\$2,661.46	48,249	\$2,651.59	\$3,311.00	\$608.00	\$499.00	\$12,890.00	\$454.00	3.65% \$12,890.29	(\$0.29)
Woodstock PL (WO)	\$32,791.00	207,411	\$11,442.58	13,483	\$9,246.97	164,089	\$9,017.78	\$3,311.00	\$608.00	\$499.00	\$34,125.00	\$1,334.00	4.07% \$34,125.34	(\$0.34)
Yorkville PL (YK)	\$15,861.00	75,713	\$4,176.96	6,906	\$4,736.53	74,365	\$4,086.86	\$3,311.00	\$608.00	\$499.00	\$17,418.00	\$1,557.00	9.82% \$17,418.35	(\$0.35)
TOTALS	\$1,162,723.00	4,799,285	\$264,769.64	386,060	\$264,769.64	4,817,781	\$264,769.64		\$57,342.00	\$47,107.00	\$1,211,008.00	\$48,285.00	3.83% \$1,211,007.92	\$0.08
								\$1,106,558.92						
*Actual amount to be billed to library														
65%/35% split		Circs		Users		Items		Per library	Reserves	Hosting				
Hampton School District		5,339	\$294.56	390	\$267.47	13,691	\$752.43	\$1,158.85	\$212.80	\$174.65	\$2,860.77			
United Township HS		8,297	\$457.73	2,272	\$1,558.19	23,412	\$1,286.63	\$2,152.15	\$395.20	\$324.35	\$6,174.26			
		13,636	\$752.30	2,272		37,103	\$2,039.06	\$3,311.00	\$608.00	\$499.00	\$9,035.02			
		13,030	\$132.30	2,002	\$1,0ZJ.00	37,103	\$Z,UJ9.00	\$3,311.00	\$000.00	ə499.00	\$9,033.UZ			

## PrairieCat Annual Billing for Union List Members

LLSAP Code	Agency	Phone	Staff Name	Staff Email	Base Fee FY20	CR Contribution	Total Due	
AA	Annawan-Alba Township Library	309-935-6483	Michele Thurston	thurstonm2003@gmail.com	\$746.00	\$187.00	\$933.00	
AL	Alleman High School	309-786-7793	Nancy Morris	ncmorris@qconline.com	\$746.00	\$187.00	\$933.00	
BC	Boylan Central Catholic High School	815-877-1088	Angela Long	along@boylan.org	\$746.00	\$187.00	\$933.00	
BV	Bureau Valley School District 340	815-445-4004	Mary Heing	mheing@bureauvalley.net	\$746.00	\$187.00	\$933.00	
BF	Byron CUSD #226	815.234.5491 ext. 241	Jill Smith	jsmith1@byron226.org	\$746.00	\$187.00	\$933.00	
CY	Chadwick-Milledgeville C.U.S.D. #399	815-225-7141 x245	Lisa Richter	lrichter@dist399.net	\$746.00	\$187.00	\$933.00	
DB	Dakota C.U.S.D. #201	815-449-2812 x184	Michele Shippy	mshippy@dakota201.com	\$746.00	\$187.00	\$933.00	
EO	Eastland C.U.S.D. #308	815-493-6341	Erin Cox (formerly	ecox@eastland308.com	\$746.00	\$187.00	\$933.00	
FE	Freeport Memorial Hospital - Health Science Libra	ary 815-599-6132	Mary Pat Gordon	mgordon@fhn.org	\$746.00	\$187.00	\$933.00	
FO	Forreston Public Library	815-938-2624	Julie Voss	forrestonpubliclibrary@gmail.com	\$746.00	\$187.00	\$933.00	
GK	Genoa-Kingston C.U.S.D. #424	815-784-5111 x1140	Tara Wilkins	twilkins@gkschools.org	\$746.00	\$187.00	\$933.00	
GL	Galena Unit S.D. #120	815-777-0917	Anne Huber	huberan@gusd120.k12.il.us	\$746.00	\$187.00	\$933.00	
HI	Moore Memorial Library District	309-658-2666	Carrie Wisley	library.hillsdale@gmail.com	\$746.00	\$187.00	\$933.00	
HW	Hiawatha C.U.S.D. #426	815-522-3335 x24 or	Angie Messenger	angela.messenger@hiawatha426.org	\$746.00	\$187.00	\$933.00	
KI	Kirkland Public Library	815-522-6260	Linda Fett	kirklandlib@hotmail.com	\$746.00	\$187.00	\$933.00	
LN	Lanark Public Library	815-493-2166	Janie Dollinger	lanarklibrary1@gmail.com	\$746.00	\$187.00	\$933.00	
MG	Mineral Gold Public Library District	309-288-3971	Connie Baele	minerallibrary@mchsi.com	\$746.00	\$187.00	\$933.00	
MI	Mills & Petrie Memorial Library	815-453-2213	Linda Dallam	library@ashtonusa.com	\$746.00	\$187.00	\$933.00	
МО	Mt. Carroll Township Public Library	815-244-1751	Pam Naples	mtcarrolltownshippubliclibrary@gmail.com	\$746.00	\$187.00	\$933.00	
MV	Moline School District #40	309-743-8902	Carolyn Mesick	cmesick@molineschools.org	\$746.00	\$187.00	\$933.00	
MY	Mazon-Verona-Kinsman Elementary SD	815-448-2127	Ralph Rowe, Jr.	rrowejr@mvkmavericks.org	\$746.00	\$187.00	\$933.00	
PB	Polo C.U.S.D. #222		Carrie Ukena	c.ukena@poloschools.net	\$746.00	\$187.00	\$933.00	
PK	Pankhurst Memorial Library	815-857-3925	Emily Goff	pmlamboy@gmail.com	\$746.00	\$187.00	\$933.00	
PL	Pearl City C.U.S.D. #200	815-443-2715	Randy Welp	rwelp@pcwolves.net	\$746.00	\$187.00	\$933.00	
PS	Pecatonica C.U.S.D. #321		Brenda Townsend	brendatownsend@pecschools.com	\$746.00	\$187.00	\$933.00	
RA	Raymond A. Sapp Memorial Library	815-699-2342	Vanessa Zimmerlein	rasapplib@gmail.com	\$746.00	\$187.00	\$933.00	
RH	River Bend Community Unit School District 2	815-589-3511	Amy Heyvaert	aheyvaert@riverbendschools.net	\$746.00	\$187.00	\$933.00	
RI	Rock Island School District #41	309-793-5950 ex.1139		mary.mendelin@rimsd41.org	\$746.00	\$187.00	\$933.00	
RV	River Ridge C.U.S.D. #210	815-858-9005 x320	Judy Tippett	jtippett@riverridge210.org	\$746.00	\$187.00	\$933.00	
RW	Rochelle Twp. H.S. Dist. #212		Ann Marie Jinkins	ajinkins@rths.rochelle.net	\$746.00	\$187.00	\$933.00	
RY	Rockridge School District #300	309-795-1736	Jacqy Peterson	jpeterson@rr300.org	\$746.00	\$187.00	\$933.00	
SH	Sheffield Public Library		Sue Lanxon	sheffieldlib@yahoo.com	\$746.00	\$187.00	\$933.00	
SM	Scales Mound C.U.S.D. #211		Hannah Wiegel	hannahwiegel@scalesmound.net	\$746.00	\$187.00	\$933.00	
TR	Trinity Medical Center	309-779-2603	Amanda Smolenski	amanda.smolenski@trinitycollegeqc.edu	\$746.00	\$187.00	\$933.00	
WC	Warren C.U.S.D. #205		Sarah Harbach	sarah.harbach@205warren.net	\$746.00	\$187.00	\$933.00	
WN	Winnebago C.U.S.D. #323		Staci Thompson	ThompsonS@winnebagoschools.org	\$746.00	\$187.00	\$933.00	
YT	York Township Public Library	815-259-2480	Deeann Kramer	director@thomsonlibrary.org	\$746.00	\$187.00	\$933.00	
					\$27,602	\$6,919	\$34,521.00	